



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 the 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 the 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.

## Adjudication Case 2 – January 2025 – HOME007129

### **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 breached 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 construction 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 as these sections 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 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.

## Adjudication Case 7 – January 2025 – HOME007425

### 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 the Home Builder provided incorrect sales and marketing material as it did not provide the uninterrupted countryside views overlooking countryside 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 local 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 landowner and the Local Authority, and this has been communicated to the Home Buyer via email.

### **Findings**

The Adjudicator found 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" 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 complaints; 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, 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 unacceptable 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 be 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 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 been 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 pay compensation for inconvenience in the sum of £350.00.

### **Complaint**

The Home Buyer says that a contractor of the Home Builder 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 were 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 £10,000 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, 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 and 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 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 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 directed 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 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, 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 the 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 complaints 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 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, and 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 Buyer's 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 with 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 at 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, 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 operational 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 over 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 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 Code 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 made 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 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, it 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.

### **Complaint**

The Home Buyers say that the Home Builder mis-sold the Home, and it did not comply with sections 2.1 and 4.1 of the Code.

The Home Buyers have requested an apology, an explanation, remedial works and £15,000.00 compensation.

### **Defence**

The Home Builder says that it complied with the requirements of the Code. The Home Builder has made no offer of settlement.

### **Findings**

While the Home Buyers said that the Home Builder did not comply with the requirements of section 2.1 of the Code when the hanging tiles were not installed in accordance with the specifications provided at the pre-purchase stage the adjudicator found that section 2.1 only requires specified information to be provided, it does not include a requirement for the builder to comply with this information. The Home Buyers' contention was not that the Home Builder did not provide any of the information required under section 2.1 and as such, the adjudicator found no breach of this section of the Code.

The Home Buyers argued that the Home Builder did not install the hanging tiles in line with the specifications and the adjudicator found that whilst in some cases a departure from standards would need to be explained to the Home Buyers under section 3.1 of the Code, this was not so if the Home Builder had made an unintentional construction error following the reservation and exchange of contract stages as they deemed had happened here and so there was no breach of the Code.

The adjudicator was further satisfied that the Home Builder provided an accessible after-sales service given the Home Buyers were able to raise their concerns and that the Home Builder was in dialogue with the Home Buyers throughout their dispute.

However, the adjudicator did find a breach of section 5.1 of the Code given that while the Home Builder investigated and resolved issues, there were a number of delays and the Home Buyers had to chase for response; with some issues not being resolved for some considerable time.

### **Decision**

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

### **Complaint**

The Home Buyer says that there have been longstanding issues with the boiler's valves, and the Home Builder has put forward inadequate solutions to this defect.

The Home Buyer has requested compensation in the total sum of £1,440.00 to carry out the works privately.

### **Defence**

The Home Builder says that they have proposed an adequate form of resolution to this issue; it is not agreeable to relocate the valves and maintains its original proposal of works.

### **Findings**

The adjudicator noted there is a technical dispute between the parties as to whether or not the form of resolution proposed by the Home Builder is sufficient enough to resolve the Home Buyer's issues with the boiler. The Home Buyer remains disagreeable with the Home Builder's assessment of the works required to replace the problematic valves and the adjudicator advised that the Code's dispute resolution service is not the correct forum for a dispute of this nature to be adjudicated upon. The Home Buyer may however contact the Home Warranty Body's resolution service should they wish to escalate this further.

That said, the adjudicator noted that the Home Builder does have certain obligations under the Code with regard to the provision of an after-sale service, and the implementation of systems and procedures in order for the Home Buyer to raise formal complaints. The adjudicator found that the Home Builder is obligated to respond to, and investigate, concerns raised regarding defects and/or snagging issues in an effective and timely manner. Further that the Home Builder should ensure that complaints are acknowledged, they are investigated into sufficiently, and a full and detailed response to these complaints are provided to the Home Buyer, with the Home Buyer's options.

Here the adjudicator found that that there have been prolonged periods of time where the Home Buyer's concerns have been left unaddressed, and the Home Buyer has had to chase the Home Builder regarding the attendance of contractors and the completion of further investigations.

While the Home Builder had explained that that they were reliant upon third party contractors, the adjudicator found that it is the Home Builder's obligation to investigate these complaints, and that they cannot pass this responsibility onto third party contractors with whom the Home Buyer has no relationship. The adjudicator determined the issues could have been referred to the boiler's manufacturer at an earlier point in time and the Home Buyer was left without a final response to this issue for approximately a year. On this basis, it was found the Home Builder had failed in their obligations under Sections 4.1 and 5.1 of the Code.

### **Decision**

The claim succeeded and the Home Builder was directed to pay £350 for inconvenience caused.

## Adjudication Case 46 – April 2025 – HOME007598

### **Complaint**

The Home Buyers say that the Home Builder has breached sections 2.1, 5.1 and 5.2 of the Code, it breached General Data Protection Rules, and it delayed responding to a Subject Access Request.

The Home Buyers requested an apology, an explanation, a reply to their complaint; and £2,500.00 compensation.

### **Defence**

The Home Builder acknowledges an error with the paperwork, but it denies a breach of section 2.1 of the Code. The Home Builder says that it complied with the requirements of sections 5.1 and 5.2 of the Code.

The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator found that complaints about breaches of data protection regulations fell outside the scope of the Code.

The adjudicator found no evidence that the Home Buyers were not provided with the pre-purchase information required by section 2.1 of the Code. Further that while the Home Builder incorrectly referred to the home as a show home when it provided the Home Buyers with the home warranty documents at the completion stage, nevertheless, the Home Builder gave the Home Buyers warranty documents showing that cover was in place, and, therefore, found that it complied with the requirements of section 4.1 of the Code.

In relation to the issues raised by the Home Buyer, the adjudicator found that in general, the Home Builder responded in a timely manner, investigated the issues, explained how they would be resolved, and the likely timescales. When delays occurred, the Home Builder notified the Home Buyers and updated the timescales. However, the adjudicator also found that there were times when the Home Builder did not respond in a timely manner, the Home Buyers had to chase it, and it shows that reported timelines were not always kept. The adjudicator found there were times when the Home Buyers notified the Home Builder that tradespeople did not attend when they were scheduled to and that several reported defects were not resolved "as soon as possible", and some took several months to resolve. These failures breached sections 5.1 and 5.2 of the Code (fifth edition).

### **Decision**

The claim succeeded and the Home Builder was directed to respond to any claims raised by the Home Buyers before 14 January 2025 (date of application) which have not yet been settled, and provide its final position on those issues; pay £500 for the inconvenience caused and provide an apology.

### **Complaint**

The Home Buyer says that the Home Builder supplied the Home with the incorrect number of manholes in the garden, and that the Home Builder breached Section 2.1 of the Code in failing to supply accurate plans of the Home's layout.

The Home Buyer has requested that the Home Builder fix the issue with the manholes by implementing the agreed design; that, alternatively, the Home Builder provide the Home Buyer with an alternative home of the same size in Aylesbury; or alternatively, that the Home Builder pay to the Home Buyer more than £15,000.00 compensation for the costs of third parties addressing the issues; that the Home Buyer pay to the Home Buyer the legal costs in pursuing the complaint.

### **Defence**

The Home Builder says that it acknowledges that it installed the incorrect number of manholes, and that it did not act in accordance with the Code.

The Home Builder has offered the Home Buyer £5,000.00 in settlement of the complaint.

### **Findings**

While the Home Builder acknowledged that it had not acted in compliance with the Code, as purported by the Home Buyer under section 2.1 and which requires the Home Builder, during the pre-reservation process, to supply the Home Buyer with plans reliably illustrating the Home's general layout, the adjudicator highly unusually, did not agree with this position.

The adjudicator found that section 2.1 concerns the obligation to supply plans which reliably reflect the layout of the Home. Neither party alleged that these plans were inadequate which appeared to have been sufficiently detailed. The adjudicator noted that at the time of the discussion regarding the plans, the Home Builder had the intent to construct the Home in accordance with them, and to install three manhole covers in the garden. However, sometime during the construction process, a change was made which was not communicated to the Home Buyer. The Home turned out differently from the plans because there were four manholes, not three. The adjudicator determined the real allegation was that the Home was not constructed in accordance with the plans, not that the plans did not accurately reflect what the Home was meant to have been and that this was not a breach of Section 2.1 of the Code but instead a snagging or defect claim and an element of the construction which does not comply with the plans or with standards and which should be dealt with through another forum.

For this reason, the adjudicator determined there had been no breach of the Code, not because there was not an issue or because the Home Buyer's complaint was baseless, but because the claim could not be brought under the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the kitchen has not been installed to industry standards, and the customer service has been poor.

The Home Buyer has requested the Home Builder to rectify the issue or provide £622.80 compensation.

### **Defence**

The Home Builder says that the kitchen was installed in accordance with the design, and it has responded to the Home Buyer's complaints.

The Home Builder has made no offer of settlement.

### **Findings**

The Home Buyer said that she was shown some documents and drawings at the reservation stage, but that this information did not include elevational drawings of the kitchen showing the lower and upper units. The adjudicator agreed with this assessment but then found that a failure to show the Home Buyer the kitchen elevational drawing at the reservation stage did not equate to a failure on the part of the Home Builder to comply with the requirements of section 2.1 of the Code.

The adjudicator was satisfied that the requirements under section 2.1 of the Code only require the Home Builder to provide limited information, that is brochures or plans illustrating the home's general layout. There is no requirement to provide elevational drawings of the kitchen showing the position of kitchen units. The adjudicator was satisfied that the Home Buyer was provided with pre-purchase information which included plans reliably illustrating the Home's general layout, appearance and plot position and did not support a conclusion that there had been a breach of section 2.1 of the Code.

Further, the adjudicator found no evidence to indicate that the kitchen had not been installed to the relevant standards as alleged by the Home Buyer.

The adjudicator was also satisfied that the Home Builder made reasonable investigations into the Home Buyer's complaint, it responded in a timely manner, and it provided its final position. While that position was not what the Home Buyer was hoping for, the adjudicator found that there had been no breaches of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyers say that the Home Builder breached sections 1.4, 2.1, 3.2 and 5.1 of the Code when remedial works had to be completed, and they took longer than advised. The Home Buyers have requested £15,000.00 compensation.

### **Defence**

The Home Builder says that it complied with the requirements of the Code.

### **Findings**

The adjudicator found that while the Home Buyers' claim related to the inconvenience they suffered when remedial works had to be carried out, the Code does not anticipate that homes will be perfect at the point of completion and that it is quite normal for new-build homes to have minor defects at the time of completion, and for these to be remedied after completion. The adjudicator cited the Code Guidance which states that Home Builders should explain to Home Buyers that minor items may not be finished at the point of completion, and that they should explain their arrangements for completing them. Thus, the existence of any defects or outstanding works at completion, and the need for the Home Builder to rectify these defects, does not constitute a breach of the Code. However, the adjudicator could consider whether the Home Builder had assessed and responded to such issues appropriately.

The adjudicator acknowledged the Home Buyers' frustrations with the customer service they received but found no evidence that training on the Code had not been undertaken and as such, found no breach of section 1.4 of the Code. Neither did the adjudicator find that the Home Builder failed to provide the Home Buyers with the pre-purchase information required to help them make a reasonably informed decision as required by section 2.1 of the Code.

In relation to any breach of the timing of construction and handover, the adjudicator was not persuaded that the Home Builder had failed to provide reliable and realistic information about when construction of the home may be finished, and the date of legal completion as per section 3.2 of the Code.

Section 5.1 of the Code requires that home builders must have systems and procedures for receiving, handling and resolving home buyers' service calls and complaints and in the main, the adjudicator found when defects were reported, the Home Builder generally investigated and carried out remedial work. Although there were sometimes changes to the timescale proposed for remedial work, the Home Builder generally notified the Home Buyers and kept them updated. However, the adjudicator also found that not all reported defects were investigated promptly. The Home Builder sometimes stated that there was no issue when it later acknowledged the reported issue was valid and the Home Buyers had to chase the Home Builder at times, and employees of the Home Builder sometimes gave incorrect advice and made inappropriate comments. This was in breach of section 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 says that the Home Builder installed a partition in an adjoining garage space, causing an issue with sound insulation, and that the Home Builder has not dealt with his complaint as required by the Code.

The Home Buyer has requested that the Home Builder send a written apology and provide an explanation; that the Home Builder should reverse the partition works in the garage and make good the detrimental effects on the sound-proofing of the Home; that, alternatively, the Home Builder should pay the Home Builder the costs of carrying out the necessary works.

### **Defence**

The Home Builder says that it was the legal tenant of the garage space at the time the partition was installed inside it, and that, although it bears no responsibility to the Home Buyer for explaining legal matters, it acted in compliance with the Code by having complaints procedures and systems in place.

The Home Builder has made no offer of settlement.

### **Findings**

On the issue of complaint handling, the adjudicator found the Home Builder did not deal with the core contention of the complaint made by the Home Buyer, but instead addressed matters unrelated to it concerning the leasehold of the garages.

The adjudicator explained that Section 5.1 of the Code requires more of the Home Builder than simply having complaint procedures and systems in place. The Guidance to Section 5.1 states: “You should deal with all complaints within an appropriate time.” In my view, “deal with” means that a complaint should be properly and fully considered, and that a response to the complaint, arising from this full consideration, should be given to the Home Buyer within an appropriate time. The responsibilities of the Home Builder under Section 5.1 are therefore not merely formal (having systems and procedures in place) but also substantive (acting properly on a complaint).

The adjudicator found the Home Buyer’s complaint (regarding soundproofing) was not properly considered by the Home Builder, and no proper response to that complaint was issued by the Home Builder to the Home Buyer. Instead, the Home Builder chose to address a matter which was in fact unrelated to the complaint (the issue of lease holding over the garages) and which, unsurprisingly, gave no satisfaction to the Home Buyer. The adjudicator therefore found that the Home Builder was in breach of Section 5.1 of the Code.

### **Decision**

The claim succeeded and the Home Builder was directed to Deal with the Home Buyer’s complaint regarding sound insulation in accordance with the Code, pay £500 for the inconvenience caused and to apologise.



### **Complaint**

The Home Buyer says that the Home Builder has refused to address cracked tiles in the shower, or additional problems with the installation of the shower.

The Home Buyer has requested: that remedial work be performed by a third party, or the cost of such remedial work be paid.

### **Defence**

The Home Builder says that there is no evidence that the matters referenced by the Home Buyer reflect breaches of the Code by the Home Builder. No offer of settlement has been made.

### **Findings**

The adjudicator noted that under Section 5.1 of the Code (fifth edition), the Home Builder is obligated to provide the Home Buyer with “a comprehensive and accessible after-sales service for at least two years after Legal Completion”, which includes “rectifying defective, faulty or incomplete works in the Home that the Builder becomes aware of during the two years after Legal Completion”. If the Home Builder declines to perform remedial work in response to a complaint by the Home Buyer, that decision must reflect a substantive good faith response to the complaint made, reached on the basis of a “technical assessment”.

Here, the adjudicator found that the Home Builder’s position on the damage to the tiles in the shower and the installation of the shower did not reflect a substantive good faith response to the complaint made by the Home Buyer, reached on the basis of a “technical assessment” and therefore breached the Code.

The adjudicator determined that the Home Builder should attend the Property to replace the cracked tiles in the shower, and must examine the installation of the shower tray, performing any remedial work required. If the Home Builder concludes that no remedial work is required, or if the Home Buyer is unhappy with the work proposed, the Home Builder must provide the Home Buyer with a written explanation of its decision, including providing supporting evidence, that is sufficient to establish that this decision reflects a substantive good faith response to the complaint made, reached on the basis of a “technical assessment” by the Home Builder. This was supported by the agreement to conduct remedial work as found by the registering home warranty body’s report.

### **Decision**

The claim succeeded and the Home Builder was directed to perform specified works, following a determination reached by the LABC and to pay the Home Buyer £500 for the inconvenience caused.

### **Complaint**

The Home Buyer says that the Home Builder is in breach of Section 5.1 of the Code. The Home Buyer states that the Home Builder has provided a very low level of customer service since he submitted several complaints in respect of numerous defects he has identified at the property. The Home Buyer accepts that all but one of the defects identified in collaboration with NHBC have now been rectified by the Home Builder. The Home Buyer says that the responses of the Home Builder have left him disappointed and dissatisfied and have caused him considerable distress and inconvenience and loss of income. 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 make a compensatory payment of £15,000.00 and issue an apology.

### **Defence**

The Home Builder denies being in breach of Section 5.1 of the Code as asserted by the Home Buyer. The Home Builder says that it has fully investigated all complaints submitted by the Home Buyer and has responded within reasonable time periods to all his submitted items of correspondence. The Home Builder says it swiftly organised appropriate pest control services upon being made aware by the Home Buyer of a rodent infestation at the house. The Home Builder notes that it has fully co-operated with NHBC and has remedied all but one of the defects identified by NHBC, with the exception of a kitchen worktop that the Home Buyer has requested he replace rather than having the in-situ unit repaired. The Home Builder states that as it is not in breach of the Code it denies to make any financial payment to the Home Buyer.

### **Findings**

The adjudicator did not find any unreasonable delay in the Home Builder responding to the Home Buyer's complaints. They found that the Home Builder had replied to the majority of the Home Buyer's e-mail communications within reasonable time periods and further had not attempted to ignore the Home Buyer's complaints or failed to take responsibility for investigating the claims.

The adjudicator was satisfied that the Home Builder had organised for appropriate pest control services to speedily attend the dwelling and implement procedures to rectify a rodent infestation. Further, following a complaint to the home warranty body by the Home Buyer, the Home Builder rectified the defects identified and the final defect where there is delay in the rectification is due to the Home Buyer requesting a replacement unit rather than a repair.

While sympathetic to the Home Buyer's contention that he experienced a prolonged process of complaint handling, the adjudicator was not persuaded that there was a lack of interest or intent on the part of the Home Builder regarding the Home Buyer's numerous complaints.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder did not disclose that the neighbouring properties would be affordable housing.

The Home Buyer has requested £15,000.00 compensation.

### **Defence**

The Home Builder says that the plans correctly showed the Section 106 housing in a different location, and the neighbouring properties were sold privately. The Home Builder has made no offer of settlement.

### **Findings**

Firstly, the adjudicator explained that the Code does not apply to loss of property value. Therefore, if they found any breaches of the Code, they would be unable to direct the Home Builder to pay compensation for loss of property value.

The adjudicator also explained that Section 106 agreements are legally binding planning obligations between developers and local authorities which address the impact of a development. Section 106 agreements can include obligations for developers to provide affordable housing as part of the development, ensuring that a portion of the homes are sold or rented at below-market prices. Separate to Section 106 agreements, it is also possible for developers to sell houses directly to councils. Unlike Section 106 agreements, selling to the council does not involve a pre-existing legal obligation or planning condition.

The adjudicator went on to find that the plots at the heart of the Home Buyer's complaint did not form part of the Section 106 allocation of affordable housing. As such, the adjudicator was satisfied that there was no pre-existing legal obligation or planning condition that meant that the Home Builder was bound to sell these properties to the council or that that information was misconstrued at the pre-contract stage. As a result the adjudicator was satisfied that the Home Builder's sales and advertising material showed that these properties were to be sold on the open market, they were sold on the open market (albeit to the local authority), and therefore the sales and advertising material was truthful.

The adjudicator was further satisfied that the brochure and plan for the development were accurate and as such found no breaches of either sections 1.5 or 2.1 of the Code.

The adjudicator also found that the Home Builder provided an accessible after-sales service and dealt with the Home Buyer's concerns appropriately. The adjudicator was satisfied that the Home Builder made reasonable investigations into the Home Buyer's complaint, it responded in a timely manner, and it provided its final position; which the adjudicator found to be reasonable.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder has failed to deal with complaints relating to the insulation of the Home and has supplied a substandard complaints service and pre-purchase materials relating to energy efficiency in contravention of the Code.

The Home Buyer has requested a written apology, an explanation, and for the Home Builder to undertake full thermal imaging of the whole Home carried out by an independent company. In addition, the Home Buyer claims the sum of £15,000.00.

### **Defence**

The Home Builder says that it acted appropriately to resolve all snags, including snags relating to insulation and energy efficiency, and that the Home currently meets energy efficiency standards. The Home Builder has made no offer of settlement.

### **Findings**

In relation to Section 2.1 of the Code, the adjudicator noted that it obliges the Home Builder to supply enough pre-purchase information to the Home Buyer to have enabled them to make suitably informed purchasing decisions and concluded that such information was supplied. Although the Home suffered from insulation issues which caused it to diverge from the standards advertised, the adjudicator was satisfied that the Home Builder took action to remedy them and concluded the existence of snags (in this case, concerning energy efficiency) does not mean that the pre-purchase information supplied was insufficient or misleading.

The adjudicator was further satisfied that the Home Builder provided an accessible after-sales service, with the Home Buyer being well aware of who to contact at the Home Builder to resolve snags and defects and with the Home Builder dealing with the non-insulation related snags in appropriate time.

However, in relation to the insulation/heating issue, the adjudicator found a period of around five months between the Home Buyer's complaint regarding insulation and the first round of rectification work being carried out. The adjudicator found no good explanation for this delay and while accepting the Home Builder's assertion that a temperature test was not possible until the winter, found this irrelevant to the other elements of the work. The adjudicator further found the complaints regarding the insulation in the Home's loft space were also slow in provoking action from the Home Builder, and which culminated in an NHBC resolution in August 2024.

The adjudicator concluded that the Home Builder took too long to provide its responses in breach of Section 5.1, causing the Home Builder inconvenience in having to live with persistent insulation issues.

### **Decision**

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

### **Complaint**

The Home Buyer says that the Home Builder did not comply with the requirements of Section 4.1 of the Code.

The Home Buyer has requested the Home Builder carry out remedial work and provide £10,476.30 compensation.

### **Defence**

The Home Builder says that it investigated the Home Buyer's concerns and carried out remedial work. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout his dispute. The Home Buyer was made aware of the after-sales service and who to contact and was satisfied that the Home Builder provided an accessible after-sales service.

In relation to the complaints raised by the Home Buyer, the adjudicator found that while the Home Builder had systems and procedures for receiving, handling and resolving Home Buyers' complaints, as it was clear that there had been ongoing discussions between the parties regarding the issues; nevertheless, the Home Builder had not always dealt with the Home Buyer's complaints within a reasonable time, and it had not provided accurate information about the likely timescale for resolution of the issues. The adjudicator found these to be breaches 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 says that the Home Builder built the Home and its garden containing defects, and that, in the process of attempting to address these issues with the Home Builder, the Home Builder treated the Home Buyer with discourtesy.

The Home Buyer has requested that the Home Builder supply a written apology, and an explanation for the issues complained about; that the Home Builder reimburse the Home Buyer for the drainage the Home Buyer installed in the sum of £6,000.00; reimburse the Home Buyer for the wardrobe which was not supplied in the sum of £2,000.00; and replace the grass at the front of the house with stones.

### **Defence**

The Home Builder says that the issues which the Home Buyer raises in the complaint are not defects, but issues arising from choices which the Home Buyer herself has made, and that therefore the Home Builder is not liable for them or their consequences. The Home Builder denies that it treated the Home Buyer with discourtesy. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator firstly set out that they were unable to consider any matters raised by the parties which did not relate to an alleged breach of the Code. They explained this did not mean that the Home Buyer may not have a valid legal claim regarding such matters, but any claim of this nature must be resolved in an appropriate forum, such as a court. Elements such as a claim of discrimination and loss of property value could also not be considered.

However, the adjudicator could consider the customer service provided by the Home Builder and the allegations that the Home Builder was rude and turned to the Code's purpose which is to ensure that the Home Buyer is treated fairly. More specifically, the Guidance to Section 4.1 of the Code states: "You should, for example ... treat [the Home Buyer] and their personal effects with respect". The adjudicator commenting that "Respect" in this context includes and necessitates treating the Home Buyer with courtesy and professionalism at all times.

The Home Buyer alleged the Home Builder became abusive, confrontational and rude and intentionally and needlessly embarrassed her regarding an unpaid remittance at a group residents' meeting. The adjudicator weighed the respective evidence of the parties and that of the Home Buyer which gave a detailed account of the behaviour she considered objectionable alongside that of the Home Builder who denied the accusations.

On balance, the adjudicator preferred the detailed account of the Home Buyer and found that the Home Builder had breached section 4.1 of the Code by treating the Home Buyer discourteously on two occasions.

### **Decision**

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

### **Complaint**

The Home Buyer says that misleading information was provided with regard to the car parking spaces provided, and the land facing the Home.

The Home Buyer has requested the restructuring of the car parking spaces, or alternatively, 7% of the purchase price of the Home; and assurances that the land opposite the Home will be maintained.

### **Defence**

The Home Builder denies that any misleading information was provided. No offer of settlement has been made.

### **Findings**

The adjudicator found that the Home Builder had not misled the Home Buyer regarding the specification of the property, the size of the property, or even specifically, the dimensions of the car parking spaces in question. The adjudicator was satisfied that, when signing the reservation agreement, the Home Buyer had confirmed that they had been presented with a copy of the Conveyance Plan and that within this plan, the car parking spaces, and their layout, were documented.

The adjudicator was satisfied that the Home Builder had received planning approval from the local authority based on the plans that were presented to the Home Buyer, and further, that the warranty provider had signed off on the Home and issued a Final Certificate for the Home.

The adjudicator was further satisfied that the Home Builder has, following a complaint raised by the Home Buyer, instructed a third party engineer to review the car parking spaces in question, and a report compiled by this engineer confirmed that the parking spaces had been constructed according to the plans.

In light of all of this, the adjudicator was unable to determine that the Code had been breached.

With regard to the land facing the Home, the adjudicator found no evidence to suggest that the Home Buyer was assured that this area of land would be maintained by the Home Builder, or any other party, following legal completion. As such, the adjudicator was unable to conclude the Home Buyer had been provided with misleading information during the reservation process.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder did not complete the carport and fitted wardrobes as set out in the plans, and did not fix the snagging issues with the waterlogged garden, and in doing so, the Home Builder breached the Consumer Code for Home Builders. Furthermore, once this issue was raised the Home Builder provided poor customer service which has led to inconvenience and distress.

The Home Buyer has requested the Home Builder pay £9,836.00 to build a new carport, install wardrobe doors and install drainage in the garden.

### **Defence**

The Home Builder has not provided a response to the Home Buyer's claim. Within the provided correspondence the Home Builder says that the Home did not come with a carport, but one could be added for £7,500.00. Furthermore, the correspondence indicates that the Home Builder has declined to deal with the carport, wardrobes and waterlogged garden.

### **Findings**

The Home Builder failed to respond to the Home Buyer's claim, and in the absence of any submission or evidence to the alternative, the adjudicator accepted the Home Buyer's submissions as accurate.

The adjudicator found that that the sales and marketing material set a high bar for the Home Builder, and therefore, the Home Buyer should expect a carport and fitted wardrobes as shown in the Home Builder's sales, advertising material and pre-purchase plans for the property to be considered complete. Furthermore, the adjudicator found no evidence to suggest that the Home Builder notified the Home Buyer, before the exchange, that the carport would not be built, or the wardrobe doors would not be fitted. Accordingly, the adjudicator was satisfied that the Home Builder had not complied with sections 1.5, 2.1, 3.1 and 3.2 of the Code.

The adjudicator found a further breach of section 4.1 of the Code as the Home Builder did not respond to the Home Buyer's requests regarding the garden drainage issues, the carport or the wardrobe doors within a reasonable period and provided poor customer service when these issues were raised.

### **Decision**

The claim succeeded and the Home Builder was directed to pay the Home Buyer £7,500.00 to build a new carport, £1,160.00 to install wardrobe doors, and £500 for the inconvenience caused.



### **Complaint**

The Home Buyer says that the Home Builder's sales and advertising material and show home did not represent what was built, the presale purchase information was incorrect as the Home Buyer was not informed that the various utility providers could not provide various offers or that bills would be split. Furthermore, the Home Builder has not fixed the various snagging issues with the property within a timely manner. Therefore, the Home Buyer says that the Home Builder has breached sections 1.5, 2.1, 5.1 and 5.2 of the Consumer Code for Home Builders.

The Home Buyer has requested that the Home Builder: apologise; fix all the outstanding snagging issues; and pay £15,000.00 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 Builder has complied with its contractual obligations and the Code. The Home Builder remains willing to resolve any remaining valid issues which have been raised. So far 46.67% of the defects which have been raised on the system have been completed despite the Home Buyer's requests for work to not be carried out at certain times. 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. Accordingly, the Home Buyer is not entitled to any compensation as the Home Builder is working towards resolving all the remaining outstanding issues.

### **Findings**

The adjudicator found that details of the annual service charge covering the maintenance of the public open spaces in the development were sent to the Home Buyer's solicitors before completion; therefore, they would have been aware of these charges. Furthermore, that whilst the sales and marketing material sets a high bar for the Home Builder, the Home Buyer cannot expect the Property to be precisely the same as in the show home. The adjudicator was not persuaded that the utility providers not providing various offers or the water bills being split meant that the Home Builder's sales and marketing material was misleading and untruthful or that the Home Buyer was not provided with enough pre-contract information to help them make informed purchasing decisions.

The adjudicator was satisfied the Home Buyer was given a reservation agreement that outlined the reservation terms, including what was being sold and therefore that the Home Builder had complied with sections 1.5 and 2.1 of the Code. The adjudicator found that the Home Builder responded to the Home Buyer's enquiries regarding the various issues and completed repairs or was in the process of completing repairs where the Home Builder found valid issues and as such had not breached sections 4.1 or 5.1 of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer complains that the Home Builder provided incorrect sales and marketing material and pre-purchase information as it has not continued to provide the belt of trees running perpendicular to the property, closing off the end of the road and providing a 'landscape buffer' between the estate and the neighbouring field.

The Home Buyer says the landscape buffer was cut through and a gate put in, turning the road into an access road for the farmer to his field and in doing so breached clauses 1.5 and 2.1 of the Code. The Home Buyer has requested the Home Builder reinstate the 'landscape buffer' between the estate and the neighbouring field.

### **Defence**

The Home Builder says that it has not breached any section of the Code. The land in question is a field belonging to the farmer who the Home Builder purchased the land from, and part of the sale was that the Home Builder allowed access to the farmer. The 'landscape buffer' was removed and a gate was fitted for the farmer to access. This land does not belong to the Home Buyer nor form part of their boundary.

Furthermore, the Purchasers Information Guide provided to Home Buyer's solicitors included covenants and rights regarding the provision of an access road and services benefitting the owner of the adjoining land. These rights were set out in the accompanying Register Title for the site together with the necessity for an accessway to the adjoining land.

### **Findings**

The adjudicator was not persuaded that the Home Builder's removal of the landscape buffer and turning the road into an access road for the farmer to his field meant that the Home Builder's sales and marketing material was misleading and untruthful. The adjudicator determined that the Home Builder cannot guarantee that the view from the Home Buyer's property or its surroundings would not change after completion.

Furthermore, the adjudicator was satisfied that the Purchasers' Information Guide which was provided to the Home Buyers' solicitors included covenants and rights regarding providing an access road and services benefitting the owner of the adjoining land, so the Home Buyer would have been aware that the Home Builder might at some point in the future need to provide an access road. In addition, the adjudicator found that it was reasonable to expect that for an access road to be provided, a gate and the removal of some trees might be required.

Accordingly, the adjudicator was satisfied that the Home Builder had complied with Clauses 1.5 and 2.1 of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder has not complied with the requirements of Section 5.1 and 5.2 of the Code. Specifically that the neighbour's house has a window at the top of the stairs that looks into both bathrooms in the Home and that this window was not on the plans.

The Home Buyer has requested the Home Builder install mirrored glass in the bathroom windows or provide compensation so that the Home Buyer can arrange for an independent contractor to carry out this work; and £3,000.00 compensation for stress, anxiety and time.

### **Defence**

The Home Builder says that the Home was available for inspection when the Home Buyer reserved it and that the Home Buyer was provided with working drawings at the reservation stage. They add that both plots comply with planning and building regulations but that as a goodwill gesture, they offered to apply additional film to the bathroom windows.

The Home Builder denies breaching the Code.

### **Findings**

The adjudicator was satisfied that, having provided the Home Buyer with working drawings at the reservation stage, showing the layout of the Home and the neighbouring property, along with the evidence that both properties were built in accordance with planning and building regulations, that the Home Builder did not breach the requirements of Section 2.1 of the Code.

In relation to complaint handling, the adjudicator found that the Home Builder responded to queries raised by the Home Buyer in a timely manner. It answered her queries about the plans used and whether the neighbouring property had been built to building regulations. Further, while the Home Builder was satisfied that there was no failure to comply with planning or building regulations, it offered a resolution of installing film on the bathroom windows of the Home. When the Home Buyer raised queries about the type of film and the efficacy of this resolution, the adjudicator found the Home Builder answered these queries and when the Home Buyer escalated her complaint to a director, the Home Builder responded in a timely manner, and set out its final position. Taking all this into consideration, the adjudicator was satisfied there was no breach of section 5.1 of the Code.

While the Home Buyer further complained that the Home Builder had breached section 5.2 of the Code, the adjudicator was satisfied there was no evidence to substantiate the Home Builder had failed to cooperate with home buyers' professional advisers to resolve disputes.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer complains that the Home Builder breached Sections 2.1, 2.6, 4.1 and 5.1 of the Code. Specifically that it does not have a process for handling and resolving service calls and complaints and did not provide an accessible after-sales service.

Further, that the Home Builder did not provide the Home Buyer with an external works drawing specific to the plot she purchased. The drawing shown did not include details about the roof at the rear of the Home and access via steps to the front of the Home.

The Home Buyer has requested the Home Builder complete the remedial work and provide £15,000.00 compensation.

### **Defence**

The Home Builder acknowledges that the drawing provided at the reservation stage did not include the final canopy design, there were some delays responding to the Home Buyer's concerns, but it has now resolved many concerns, is investigating the water ingress issue, and will replace the canopy.

### **Findings**

The Home Builder acknowledged that the final canopy design was not included in the drawing that was shown to the Home Buyer at the reservation stage, albeit made no comment on the Home Buyer's claim regarding the steps to the entrance of the Home being different. Given the Home Builder's acknowledgement regarding the roof canopy and its silence regarding the entrance, the adjudicator found, on the balance of probabilities, that the Home Builder did not comply with Section 2.1 of the Code because plans shown to the Home Buyer at the reservation stage did not reliably illustrate the appearance of the Home. Further, the adjudicator found that the Home Builder did not comply with Section 3.1 of the Code because it did not inform the Home Buyer about a change which altered the appearance of the Home.

The adjudicator considered the correspondence and documents showing that the Home Builder was in dialogue with the Home Buyer throughout her dispute and found that the Home Builder had provided an accessible after-sales service. However, in relation to the complaint handling, the adjudicator found that the Home Buyer sent numerous emails to the Home Builder reporting snagging issues and requesting plans. Although the Home Builder generally responded, the adjudicator found that the Home Buyer had to chase the Home Builder for responses, promised updates were not always provided, and it took the Home Builder many months to provide the requested plans and acknowledge the design change.

Further, although the Home Builder arranged for some remedial works to be completed, there were delays, the Home Builder did not always arrange the works in an efficient order, timings for the works were not communicated effectively, and works were not always carried out to a reasonable standard. While the Home Builder reimbursed the Home Buyer for garden work, the Home Buyer had to chase the Home Builder about this matter, and, even after the Home Builder agreed to reimburse the Home Buyer, she had to chase it for many

months before payment was made. Taking all of this into account, the adjudicator found the Home Builder breached section 5.1 of the Code.

**Decision**

The claim succeeded. The Home Builder was directed to work with the Home Buyer to investigate the water ingress issue, and, once that issue is resolved, replace the roof canopy as per the original design; and pay the Home Buyer £500.00 compensation for inconvenience caused.

### **Complaint**

The Home Buyer says that there was a leak within the property, the Home Builder failed to remove their belongings and carry out the works in an effective and timely manner, and the external areas have gradients which are not in accordance with NHBC standards.

The Home Buyer has requested compensation in the total sum of £6,095.46, and for a resolution to the drainage/gradient issues.

### **Defence**

The Home Builder says that it has been dealing with the Home Buyer's ongoing complaints through the NHBC's dispute resolution process. No offer of settlement has been made.

### **Findings**

Firstly, the adjudicator addressed the issue that the Home Buyer had previously raised a claim under this scheme which was accepted by the Home Buyer, and the Home Builder has complied with that decision in full. As such, they could not re-adjudicate on any of the matters raised within that case, and this decision was restricted to the differing issues that had been raised. Further, the Home Buyer had raised two separate complaints which were conjoined into this one decision.

The adjudicator considered the Home Buyer's complaint that the Home Builder failed to address a leak and the resultant damage, in an effective and timely manner, and further, that the Home Builder failed to protect the Home Buyer's belongings during this work as agreed, and they failed to address the complaints raised thereafter.

The adjudicator found it was not clear that there was an express promise to store the Home Buyer's sofa but rather the Home Builder had notified the Home Buyer that it would cover this sofa while the works were ongoing. Moreover, and in any event, the adjudicator found there was an absence of evidence to show that the sofa in question was damaged during the completion of the works referred to by the Home Buyer or that the sofa needed to be replaced.

With regard to how the leak was addressed, the adjudicator was satisfied that the Home Builder acknowledged the complaint in a timely manner, arranged alternative accommodation, completed following the leak, and the Home Buyer's complaints were addressed. They found no breaches of the Code in this regard.

In relation to the complaint about the garden, the adjudicator noted that there had been copious amounts of correspondence between the parties, and the Home Builder had endeavoured to respond to the Home Buyer's complaints and provide a reasonable level of after sale service, but it was unclear to the adjudicator as to why the issues with water logging and construction debris were not addressed in an effective and timely manner.

The adjudicator found that the issue had remained outstanding for a significant period of time, and that there was an absence of evidence or reasoning to show the investigations that took place, that the findings of these investigations were referred to the Home Buyer,

and that the Home Buyer was adequately signposted to the relevant dispute resolution body regarding these individual issues. As a result, the adjudicator found breaches of sections 4.1 and 5.1 of the Code in relation to providing an after-sales service and in the complaint handling.

**Decision**

The claim succeeded and the Home Buyer was awarded £500 for the inconvenience caused.

### **Complaint**

The Home Buyer says that the Home Builder mis-sold the Home, failed to address snagging items within a reasonable period of time, and they have not responded to their complaints adequately.

The Home Buyer has requested £10,000.00 and an apology from the Home Builder.

### **Defence**

The Home Builder says that it has not breached any sections of the Code. It accepts that, within around a month of completion, there was a change to the way in which the driveway and the front garden was to be constructed but argues that enough pre-purchase information was provided to the Home Buyer when the reservation agreement was signed, the Home Buyer was provided with adequate updates throughout the construction process, and all snagging issues were resolved within a reasonable period of time.

### **Findings**

The adjudicator noted that there was no dispute that a change to the Home Builder's plans occurred during the construction process of the Home, and that the Home Buyer was not notified of this change. The adjudicator was however mindful that there was a dispute as to whether or not the changes in question significantly and substantially altered the size, appearance or value of the Home but determined that they did not from what the Home Buyer was shown at reservation. Notwithstanding this, the adjudicator was satisfied that the Home Buyer should have been advised of these changes irrespective of whether or not they were minor or significant and substantial changes and that Section 3.1 of the Code is clear in this regard. The adjudicator found the Home Builder had not sought to dispute the fact that the Home Buyer was not made aware of this change until they had attended a home demonstration and therefore had breached the Code.

The adjudicator also found that there were delays in dealing with a number of the snagging issues reported, and the Home Builder could have addressed the Home Buyer's concerns and complaints within a more reasonable period of time. The adjudicator found the Home Buyer had to chase the Home Builder regarding works over the course of several months and that it was not until a formal complaint was submitted, that the Home Builder sought to address these issues in a more timely manner. In particular, there were issues which did not appear disputed, that could have been resolved expeditiously, yet limited action was taken with the Home Buyer reporting the issue on numerous occasions over the course of a prolonged period of time, and which would have caused a degree of inconvenience.

That said, the adjudicator took account of the fact that that the snagging items were, in the most part, addressed within a 5 month period from legal completion, the Home Builder did respond to the Home Buyer's formal complaints with detailed letters of response, the Home Builder did take practical action to address the driveway and the stepped access to the Home, and the Home Builder also offered the Home Buyer a reasonable form of resolution to their complaint.



The adjudicator concluded that the way in which the Home Builder responded to some of these defects, and the delays that occurred in addressing them, amounted to breaches of Section 4.1 and 5.1 of the Code, but that it would not be reasonable to determine that the Home Builder wholly failed in their obligations under the Code in this regard.

**Decision**

The claim succeeded and the Home Buyer was awarded £500 for the inconvenience caused.

### **Complaint**

The Home Buyer complains that the Home Builder provided poor customer service and has not resolved the various snagging issues within the two-year warranty period and has refused to install a gas point in the kitchen despite it being included in the specifications.

The Home Buyer has requested that the Home Builder fix all the outstanding snagging issues and install the gas point under the kitchen island; and pay £15,000.00 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 Buyer's valid snagging or defects that were raised have been attended to and the Home Builder has continued to carry out additional works beyond the warranty period to ensure the Home Buyer's satisfaction. Concerning the gas point in the kitchen, the Home Buyer opted for an upgrade to an induction hob, which included the installation of an electric point instead of a gas point.

The Home Builder 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.

### **Findings**

The adjudicator found that the Home Builder responded to the Home Buyer's enquiries regarding the various snagging issues and completed repairs or offered compensation where the Home Builder found valid issues. The Home Builder, and its contractors, made numerous visits and various repairs to the Home throughout the dispute. Furthermore, the Home Builder was in dialogue with the Home Buyer throughout and apologised for any perceived failure in customer service.

Taking this into account, the adjudicator found that the Home Builder, in good faith and with reasonable belief, made reasonable attempts to resolve the snagging and gas point issues raised within the two-year warranty period and offered reasonable compensation for any perceived failings in customer service and as such provided an accessible after-sales service.

Furthermore, the adjudicator found that the timescale taken for the Home Builder to provide a response to the Home Buyer's concerns and complaints was reasonable.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the master bedroom was smaller than that shown on the plan, such that the bed could not be easily accessed from three sides.

The Home Buyer has requested the Home Builder move the stud wall in the master bedroom so the bed surround can be accessed safely; or pay £10,000.00 plus VAT for a local contractor to complete the work.

### **Defence**

The Home Builder says the property was built to the correct dimensions and it would not move the wall. It has, however, offered to place the wardrobe around a supporting pillar to increase space in the room.

### **Findings**

The adjudicator considered section 1.5 of the Code which sets out a very general standard for marketing and selling the Home and much of which is covered by Consumer Protection Regulations enforced by Trading Standards; in as much as Home Builders must ensure they don't give misleading information by something that is said, shown by a photograph or a model, or something that is written. They shouldn't mislead by omitting or hiding important information.

The adjudicator considered a copy of a plan which the Home Buyers said was provided to them by the Home Builder to show the layout of the property and the master bedroom and while the drawing shows a bed in the room, the bed didn't have any dimensions applied to it, but did show a reasonable amount of space to manoeuvre around the bed. However, the adjudicator was satisfied that, given the Code obliges Home Builders to provide a general representation of the property under this section of the Code, this had been done and there was no breach.

The adjudicator then considered section 2.1 of the Code and found that this differs in the level of detail required in the pre-purchase material. Here, the Home Buyer should be provided with sufficient information to understand that they are purchasing a Home of a certain size/style and what is included with the purchase. The adjudicator found that the plan provided to the Home Buyers, while appearing to comply with the 'general layout' part of the requirement, did not 'reliably' illustrate the layout of the room in relation to the apparent space around the bed.

The adjudicator found the plan gave the impression of more space in the room and it was clear this was relied on by the Home Buyers and was therefore not appropriate and not in compliance with this section of the Code. However, the adjudicator found no evidence to show the room was constructed to the wrong dimensions.

The adjudicator did find the breach of the Code was further evidenced by the fact that, within the room dimensions, together with the only bed location, the tilt and turn window could not be fully opened. The adjudicator determined it was misleading for the Home Builder to show

the tilt and turn function as it did, pre purchase, particularly as the property was purchased off plan.

The adjudicator considered that the Home Builder had acknowledged the wardrobe was not built in the location agreed, for which they had apologised and offered to correct, albeit this was rejected by the Home Buyers. Nonetheless the adjudicator believed this offer to be reasonable.

**Decision**

The claim succeeded and the Home Builder was directed to reoffer the proposed solutions to moving the wardrobe to the correct place, pay £500 for the inconvenience caused and to issue an apology.

### **Complaint**

The Home Buyer complained that the Home Builder did not follow the planning specifications and that the Home Builder fitted an incorrect worktop and did not install the wardrobes as specified within the plans. Further, the Home Builder did not display a copy of the code on its website, nor were any brochures provided when reserving the property.

The Home Buyer requested the Home Builder apologise; replace the fence at the front of the property with a brick wall; replace the worktop in the utility room; and fit wardrobes of appropriate standard in all bedrooms; or, if the Home Builder is unable or unwilling to take those actions, to pay £15,000.00.

### **Defence**

The Home Builder says it had complied with the relevant planning conditions at the time of construction in relation to the fence at the front of the property. Furthermore, the correct worktop was fitted in the utility room and as explained at the time of reservation the sales plan showed indicative positions of wardrobes, which if fitted would be an extra cost.

### **Findings**

The Home Buyer complained the Home Builder did not provide a copy of the Code and that the Consumer Code logo was not displayed in any of the marketing materials or sales brochures or on the Home Builder's website. Given the Home Builder failed to comment on such allegations, or provide evidence to the contrary, the adjudicator was minded to accept the Home Buyer's comments that no Code was provided and found this to be a breach of section 1.2 of the Code. However, the adjudicator found no evidence of any loss, financial or otherwise.

In relation to the Home Buyer's complaints of false or misleading statements made by the Home Builder in its sales and marketing material and pre-purchase information, the adjudicator considered the evidence which showed that there was to be a wooden fence to the front and right side of the Home with a brick wall running from the rear left of the Home around to the rear property line. While there was a difference between the wooden fences at the front and a brick wall to the left and rear, the adjudicator was satisfied this did not create a reasonable belief that there would be a brick wall in the front but rather showed that the fencing had been done exactly in accordance with the approved plans and no breach of the Code had occurred.

Similarly, the Home Builder showed the Home Buyer indicative positions of wardrobes, which, if fitted, would be an extra cost and was satisfied that this would have been explained to the Home Buyer. Furthermore, the adjudicator was satisfied that the Home Builder had made reasonable attempts to resolve the issues raised if they considered them valid snagging issues or defects and was in dialogue with the Home Buyer throughout the dispute.

### **Decision**

The claim partially succeeded. The Home Builder was directed to apologise for the Code breach.

### **Complaint**

The Home Buyer says that the Home Builder has not resolved her complaint about a fence at the Property that requires replacement and mess that it left after tree works that it carried out. The Home Buyer has requested that the Home Builder should rectify the fence and clear the mess it left following tree works.

### **Defence**

The Home Builder says that it inspected the fence and noted that there were no issues concerning the performance of the fence and no evidence of rot. However, as a gesture of goodwill it offered to replace two fence panels, but the Home Buyer declined its offer. There is no obligation under the Code for it to remove the felled tree on neighbouring property and it does not own the land on which the tree is situated. The Home Builder has offered to replace two panels for the fence at the rear of the Property.

### **Findings**

Firstly, the adjudicator clarified that a Home Builder would comply with section 5.1 of the Code if it investigated the issues a Home Buyer has complained of, 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. In this case, albeit the evidence provided by the parties was limited, the adjudicator was satisfied that the Home Builder had done that and had offered the Home Buyer a resolution albeit they had declined it.

In relation to the felled tree on a neighbouring property, the adjudicator considered the manner in which the Home Builder dealt with the complaint and was again satisfied the Home Builder had set out its position with reasonable clarity.

Further the adjudicator noted that while the Home Builder had offered to replace two of the fence panels, this was not in itself an admission of liability by the Home Builder, neither was it an indication of fault. The adjudicator was satisfied that whilst the Home Builder can make a settlement offer as a gesture of goodwill, they can only make a direction against the Home Builder if a breach of the Code is found. In this instance, the adjudicator did not find a breach of the Code and therefore made no direction for further action from the Home Builder in this matter.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder is in breach of sections 4.1 and 5.1 of the Code. She says that she asked the Home Builder to permit the construction of a fence or railings on or adjacent to the wall between the Home and her neighbours. She made a complaint when the Home Builder refused to agree. Her application challenges the handling of that complaint and she also complains of a breach of confidentiality. The Home Buyer asks for an apology and practical action to install railings on the party wall, as well as compensation (initially unspecified but later claimed in the sum of £2,300.00 plus the cost of installing railings).

### **Defence**

The Home Builder says that this complaint is outside the scope of the Code. It argues that it is not in breach of the Code. It was not required to engage in a third-party dispute and is not liable for this claim because it has not done so.

### **Findings**

The adjudicator found that the Home Buyer was able to raise her complaint with the Customer Care team and escalate it to the Managing Director. The adjudicator was satisfied that the Managing Director listened to the Home Buyer's concerns and was empathetic towards them and found no breach of section 4.1 of the Code.

In relation to resolving the Home Buyer's complaint within a reasonable period, the adjudicator found that the Home Builder did not do this. For various reasons the matter was complex and was escalated from an initial refusal to take action on the covenant to the Managing Director, and the adjudicator accepted that the Home Builder investigated the complaint, including discussing the position with the planning authority. However, a significant time elapsed from when the complaint was first raised and the attempted implementation of the resolution and the adjudicator was not satisfied that this process took place within a reasonable time and breached section 5.1.

Further, the Home Builder failed to effectively communicate to the Home Buyer its change of position regarding the installation of the railings inasmuch as the neighbour's written consent was required. The adjudicator found that the Code envisages that once a decision has been made and communicated, as in this case, a Home Builder would be reasonably expected to abide by it and to undertake the work promised. They found that the fact that this has not happened has caused foreseeable upset and inconvenience.

However, the adjudicator did not find that the refusal to continue with the installation of the railings, or to assist the Home Buyer to do so is in itself a breach of the Code as the Code does not require the Home Builder to become involved in disputed positions between neighbours.

### **Decision**

The claim succeeded and the Home Builder was directed to pay £400 for the inconvenience caused and to provide an apology.

### **Complaint**

The Home Buyer says that the Home Builder provided poor customer service and has not completely resolved the drainage issues in the Home's back garden. 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, pay £3,386.80 for the additional drainage costs and £500.00 and for stress, inconvenience and distress.

### **Defence**

The Home Builder says that it has not breached any section of the Code. The Home Buyer's drainage issues that were raised, have been attended to and the Home Builder has continued to work with NHBC and the Home Buyer to ensure that this issue is resolved to the Home Buyer's satisfaction. The Home Builder has provided the Home Buyer with an effective aftersales service; however, it realises that this is a subjective judgement, and it can understand if the Home Buyer, from their point of view, disagrees. As such the Home Builder offers its apologies for any perceived failures while at the same time maintaining that, from the Home Builder's point of view, it believes it has provided an effective service which meets the Code's requirements.

### **Findings**

The adjudicator found that the Home Builder provided an accessible after-sales service. The adjudicator was satisfied that the Home Builder responded to the Home Buyer's enquiries regarding the drainage and worked with the NHBC to complete repairs to try to resolve the issue. The Home Builder and its contractors made numerous visits and repairs to the garden and outside the boundary and was in dialogue with the Home Buyer throughout the dispute.

Further, that the Home Builder apologised for any perceived failure in customer service and while it has not provided responses to the Home Buyer's satisfaction, the adjudicator was satisfied that the Home Builder had, in good faith, a belief that it had made reasonable attempts to resolve any dispute.

The adjudicator was further satisfied that, in relation to the handling of the Home Buyer's complaint, that there was nothing to suggest that the timescale of the Home Builder's responses was unreasonable.

### **Decision**

The claim did not succeed.



### **Complaint**

The Home Buyer says that the Home Builder did not provide sufficient notice of the completion date to raise the funds to obtain a mortgage to purchase the property. Further, they were forced to pay service charges and council tax when the property was not yet completed. Furthermore, once this issue was raised, the Home Builder provided poor customer service which has led to inconvenience and distress. As a result, the Home Builder breached Clause 1.5, 3.2 and 4.1 of the Consumer Code for Home Builders.

The Home Buyer has requested the Home Builder refund the £15,000.00 extra penalty interest, service charge and council tax.

### **Defence**

The Home Builder says that the completion date was not unilaterally varied. The agreed contract sets out the contractual mechanism by which the completion date is calculated and which the Home Builder complied with. The Home Buyer's failure to complete on the completion date set by the Notice to Complete constitutes a breach of the contract and entitled the Home Builder to charge interest, council tax and service charges from the date of contractual completion to the date of actual completion.

### **Findings**

The adjudicator considered that the completion date was to be governed by the contract which also provided that the Home Buyer would be required to pay any interest, service charges and council tax due from the completion date to the actual completion date.

The Home Buyer was notified that the Home Builder would be issuing a "Completion Notice" shortly and the "Completion Notice" was served on the Home Buyer however, the Home Buyer could not complete the purchase on the date specified due to mortgage and finance issues. The adjudicator was satisfied that the Home Builder provided reliable and realistic information about when construction of the property may be completed, the date of Legal Completion, and the date for the handover of the Property. This was in line with the contract and had been agreed between the parties. Furthermore, the adjudicator found that the Home Builder was entitled to charge interest, service charges, and council tax as this was explicitly set out in the contract and accordingly, was satisfied that the Home Builder had complied with section 3.2 of the Code.

The adjudicator was also satisfied that the Home Builder responded to the Home Buyer's enquiries regarding the completion date and made goodwill gestures such as reducing interest where the Home Builder found valid issues. The Home Builder was in dialogue with the Home Buyer throughout the dispute and had a system and procedures for receiving, handling, and resolving Home Buyers' service calls and complaints.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer complains of defects with the exterior of the property which led to defective render, post-completion. She further complains about the treatment by the Home Builder which she felt was bullying and threatening, including over the placement of the garden shed and the disruption to a rental agreement by sending prospective buyers to the property without permission.

The Home Buyer has requested practical action, an apology and £15,000.00.

### **Defence**

The Home Builder says that it completed repairs following reports of defective colouration and subsequently, the rendering and maintains that they have exceeded legal obligations in addressing the issue as a goodwill measure.

### **Findings**

The adjudicator found that it was not disputed there were defects with the exterior of the property which led to defective render post-completion. They were satisfied that the Home Buyer, through the various communications and subsequent interactions with the Home Builder, was aware of who to contact, the warranty provider covering the Home and that the Home Builder was responsible for remedying defects within the defect period. Therefore, in consideration of the specific requirements of the Code, the adjudicator was satisfied that an after-sales service had been provided.

The adjudicator considered that the Home Buyer found the whole process to be distressing and that she felt disrespected and badly treated by the Home Builder and that while this is not to be underestimated, was satisfied that there was no evidence seen to show the Home Builder treated the Home Buyer without respect, as per the Code requirement. The adjudicator reminded the Home Builder, however, that they should always be mindful of how it approaches interactions with all buyers, particularly those with vulnerabilities.

The adjudicator found that the issues relating to the boundary, or occurring on other properties, is not within the scope of this scheme and that the Home Buyer could explore other avenues to have such matters considered. Similarly, that the complaint in relation to her tenants leaving early and owing her money was too remote to be accurately assessed and that the Home Buyer should seek legal advice on appropriate avenues of recourse.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder breached Code Section 2.1, because it changed the specification for the Property, such as in relation to the doors and boiler, without informing him. It also withdrew its offer to pay £1,500.00 in compensation, after he had accepted the offer. The Home Buyer has requested that the Home Builder should apologise to him, carry out remedial works at the Property and pay him compensation.

### **Defence**

The Home Builder says that it is in the process of carrying out a full survey of the property and it has issued an amended drainage proposal with a view to mitigate the drainage issues at the Property. It has offered to address the drainage issues at the Property.

### **Findings**

In relation to the number of chrome switches to be provided, the adjudicator found the specification did not specify the number that would be installed and that it was not clear, on the Home Buyer's evidence, the basis on which he had concluded that fewer chrome switches had been installed. As such, there was no breach of the Code.

However, the adjudicator noted that in relation to the other items disputed, the specification stated that a Baxi Gas-fired central heating, solid core interior doors and a Rolec car charging point would be installed at the Property. The adjudicator found that the Home Builder had breached Code Section 2.1 because it changed the specification without informing the Home Buyer until after the sale of the Property had completed and the adjudicator found the Home Buyer ought to have been informed about the changes before contracts were exchanged to ensure that he had sufficient pre-purchase information to make a fully informed decision about the Property. However, the adjudicator was not persuaded that the changes caused the Home Buyer financial loss but that the Home Builder had caused inconvenience by not informing him.

In relation to the withdrawal of the monetary offer, the adjudicator found it was open to the Home Builder to reach the view that it was not bound by the offer to pay the Home Buyer £1,500.00 towards the doors because the offer was made without the requisite authority. However, the adjudicator also found that the Home Builder ought to have reviewed its position regarding the doors and confirmed its correct position to the Home Buyer. The Home Buyer had complained that the offer had been withdrawn and the adjudicator found that the Home Builder did not resolve this complaint by fully investigating the matter and communicating its findings to the Home Buyer. This was a breach of Section 5.1 of the Code.

### **Decision**

The claim succeeded and the Home Builder was directed to investigate the Home Buyer's complaint about the plasterboard and paintwork throughout the Property; provide the Home Buyer with a written response setting out the findings of its investigation and its written proposals regarding any remedial action that it proposes to carry out in relation to the issue; pay the Home Buyer £2,820.00 in respect of the internal doors and a further £350 for inconvenience caused and to provide an apology.

### **Complaint**

The Home Buyer says that the Home Builder, has not resolved the various snagging, noise and drainage odour issues with the property within the warranty period. Therefore, the Home Buyer says that the Home Builder has breached sections 4.1, 4.2, 5.1 and 5.2 of the Consumer Code for Home Builders.

The Home Buyer has requested that the Home Builder: apologise; fix all the outstanding snagging issues; and refund £3,062.50 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 Buyer's valid snagging or defects that were raised, have been attended to and the Home Builder has continued to carry out additional works to kitchen and bathroom sinks as a goodwill gesture as the Home Builder has tried to diagnose what may have been causing noises or smells. It also 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.

### **Findings**

While the Home Buyer complained that the Home Builder applied high-pressure selling techniques when exchanging contracts and that the Home Buyer was encouraged to progress the sale because of a specific bonus for the sales staff, the adjudicator found no evidence of this. The adjudicator accepted that every customer has a deadline for the exchange, which is standard practice in the home-building industry, to prevent developers from accepting offers from customers unable to proceed with a purchase and further, that the Home Buyer was informed of this deadline in the Reservation Agreement and it was reiterated verbally.

The adjudicator was also not persuaded that not finishing the greenspace area on completion automatically meant that the Home Builder's sales and marketing material was misleading and untruthful. The adjudicator found that whilst the sales and marketing material sets a high bar for the Home Builder, the Home Buyer cannot expect the Property to be exactly the same as shown in the Home Builder's sales and advertising material on completion or thereafter as in nearly all cases some areas of the development will be incomplete and not reflected in the sales and marketing material.

The adjudicator was satisfied that the Home Builder provided the Home Buyer with an accessible after-sales service for the complaint about the snagging issues. The adjudicator found the Home Builder responded to the Home Buyer's enquiries regarding the various snagging issues and completed repairs where the Home Builder found valid issues. The Home Builder, and its contractors, made numerous visits and various repairs to the Home throughout the dispute and remained in dialogue throughout.

### **Decision**

The claim did not succeed.

## Adjudication Case 76 – June 2025 – HOME007877

### Complaint

The Home Buyers say that in respect of the description of a bank in their garden, they were misled by the Home Builder. They claim that there has been a breach of sections 1.5, 2.1, 4.1 and 5.1 of the Code. The Home Buyers have requested an apology, practical action and compensation of £6,650.00.

### Defence

The Home Builder denied breaching the Code.

### Findings

The adjudicator found no evidence that the Home Builder had agreed to undertake any landscaping of the back garden prior to purchase. The adjudicator found the Home Buyers had been informed that there would be a gradient of 0.5 metres over the depth of the back garden and that it was likely that this was explained to them at the Reservation Meeting.

While the Home Buyers repeated their concern about the incline, there is no evidence that they asked how the incline would be distributed across the depth of the garden. Having advised they left the meeting having obtained a lot of information, the adjudicator accepted the Home Buyers' explanation that the details of the construction may have been difficult to take in and they may have been overwhelmed. As a result, the adjudicator was persuaded by the Home Builder's recollection of the conversation at the time.

In further support of this, the adjudicator considered the Home Buyers had not put any further questions in writing to the Home Builder to help them to remember the detail that they were told. Nor did the Home Buyers ask the Home Builder to provide a drawing of the gradient or any other confirmation that would have enabled them to weigh up their perception of the garden against the description being provided, even though their recollection is that they were worried about this on an ongoing basis.

Overall therefore, the adjudicator found that it was more likely than not that the Home Buyers were given sufficient information to enable them to understand that there would be a rise of approximately 1/2 metre over an 8-metre depth of garden. The adjudicator did not find that the statement of an opinion expressed by the sales agent that the incline would not be significant amounted to the provision of information that was unclear or untruthful and found that the explanation that there would be a rise in the level of the garden was sufficient to discharge the Home Builders' pre-contractual obligations to provide information that would reasonably affect a prospective buyer's purchasing decision.

The adjudicator was further satisfied that the Home Builder provided an accessible after-sales service and responded appropriately to the Home Buyers complaints. The adjudicator found the Home Builder had put mechanisms in place to investigate the complaint and answered the points raised by the Home Buyers. The adjudicator found no evidence that

Home Builder's decision was uniformed or that it had not investigated sufficiently to have made the response to the complaint it did.

**Decision**

The claim did not succeed.

### **Complaint**

The Home Buyers say that the Home Builder provided misleading information at the pre-purchase stage, it did not respond adequately to reported snagging issues, and it did not complete landscaping works in accordance with planning permission.

The Home Buyers have requested an apology, an explanation, the planting of hedges and trees, and £15,000.00 compensation.

### **Defence**

No defence was submitted by the Home Builder.

### **Findings**

The adjudicator noted the Home Builder failed to provide a defence to the Home Buyer's claim and therefore, on the balance of probabilities and in the absence of any evidence to the contrary, accepted the Home Buyers' allegations in relation to not being provided with a copy of the Code as required under section 1.2 of the Code or provided with a brochure or plan showing the layout of the Home or any details of the standards to which the Home was being built as required under section 2.1. Further, that the Home Buyers were not provided with the information in relation to an accessible after-sales service as required under 4.1 of the Code nor were their complaints dealt with within a reasonable time as per section 5.1.

However the adjudicator was not persuaded the Home Builder did not have formal processes to provide reliable and consistent service to home buyers and to resolve relevant issues that may arise before legal completion nor that their staff had not been trained on the Code, despite the breaches identified by the adjudicator. Neither did the adjudicator find the sales material to be misleading or that the contract failed to notify of the termination rights.

However, in the absence of any defence, the adjudicator found that the information provided by the Home Builder was not reliable and breached Section 2.1 of the Code. In particular, the Home Buyers were advised that the neighbouring commercial property was quiet and there was no noise and yet the local authority had served a noise abatement notice on the neighbouring property. However, the adjudicator was not persuaded there was a further breach of the Code in relation to privacy issues given the Home Buyers were able to see the windows at the mezzanine level of the neighbouring property when they visited the Home and were aware of all the windows that overlooked the Home.

### **Decision**

The claim succeeded and the Home Buyers awarded £500 for the inconvenience caused and an apology.

### **Complaint**

The Home Buyer says that the Home Builder refused to fulfil its obligations under the Code. It did not complete snagging work and ceased to communicate with the Home Buyer. This started in October 2022, 18 months after the purchase. The Home Buyer complains of breaches of sections 4.1 and 5.1 of the Code. He asks for an apology, practical action and £5,410.00 compensation plus VAT.

### **Defence**

The Home Builder says that it is not liable for this claim. It says that it has continued to engage with the Home Buyer until March 2024 when the Home Buyer-made libellous statements against its director. The Home Builder was no longer willing to take action in relation to matters that it might have done as a matter of goodwill. The Home Buyer's complaints have been decided by LABC or relate to matters that have arisen after expiry of the snagging period.

### **Findings**

The adjudicator commenced by setting out the jurisdiction of the scheme and the matters which could be considered under it. Further, the adjudicator explained that whilst they could not reach findings on individual items of snagging, which must be addressed by the warranty body, they had considered whether the complaints made by the Home Buyer indicated that the Home Builder had not followed sections 4.1 and 5.1 of the Code.

The adjudicator considered each matter raised by the Home Buyer and was satisfied that the Home Builder had correctly followed the Code and/or by referring or participating in a referral to the warranty body, which is the decision-making body regarding defects in construction. They found there was no supporting evidence for a contention that the Home Builder should have agreed to take further action to rectify a problem or that the evidence supported a finding that there had been a breach of the Code on the part of the Home Builder.

### **Decision**

The claim did not succeed.



### **Complaint**

The Home Buyer says that the Home Builder has not resolved the various snagging issues, such as the noise and odour issues with the drainage in the property within the warranty period. Therefore, the Home Buyer says that the Home Builder has breached sections 4.1, 4.2, 5.1 and 5.2 of the Consumer Code for Home Builders.

The Home Buyer has requested that the Home Builder: apologise; fix all the outstanding snagging issues; and refund £3,062.50 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 Buyer's valid snagging or defects that were raised, have been attended to and the Home Builder has continued to carry out additional works to kitchen and bathroom sinks as a goodwill gesture. The Home Builder has tried to diagnose what may have been causing noises or smells, but to date without success. It also 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.

### **Findings**

The adjudicator found that the Home Builder provided the Home Buyer with an accessible after-sales service for the complaint about the noise and odour issues with the drainage and other snagging issues. that the Home Builder responded to the Home Buyer's enquiries regarding the various snagging issues and completed repairs where the Home Builder found valid issues. The adjudicator was satisfied that the Home Builder, and its contractors, made numerous visits and various repairs to the Home throughout the dispute and systematically tried to diagnose what may have been causing the noises or smells. Furthermore, the Home Builder was in dialogue with the Home Buyer throughout the dispute.

Whilst the Home Builder had not resolved the noise and odour issues with the drainage 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 noise and odour issues with the drainage and had apologised for any perceived shortcomings in customer service.

The adjudicator was satisfied that the timescales of the Home Builder's responses to the Home Buyer were reasonable given that, in most cases, the Home Builder promptly attended the property to investigate the Home Buyer's concerns.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder misrepresented the service charge, and it breached sections 2.1 and 5.1 of the Code. The Home Buyer has requested an apology, an explanation and £15,000.00 compensation.

### **Defence**

The Home Builder says that it provided correct information, and it advised the Home Buyer about the management costs. The Home Builder has made no offer of settlement.

### **Findings**

While the Home Buyer complained of the incorrect information being supplied in relation to the service charge, and the Home Builder said that correct information had been provided, the adjudicator found that the enquiry raised by the Home Buyer asked for an estimate for the first year, and details of the budget for that year; it did not ask about subsequent years. The adjudicator was satisfied that the amount provided for the calendar year was correct and further, that the Home Buyer paid a pro-rata amount for that year. The adjudicator was therefore satisfied that the information provided in the response to pre-contract enquiries was correct.

The adjudicator further found that that the Home Builder complied with its obligations under Clause 2.1 of the Code by providing a description of the management services, an itemised breakdown of the main items, and information explaining in what circumstances and on what terms the charges and fees might alter.

However, on the question of whether the Home Builder provided sufficient information about the estimated costs, the adjudicator noted that section 2.1 of the Code does not stipulate that an overall estimate should be provided; it specifically says that estimated costs should be provided for each item included in the itemised breakdown of the management services. The adjudicator was not satisfied that the Home Builder complied with this requirement beyond providing an overall estimate of £100.00 in response to pre-contract enquiries and therefore breached section 2.1 of the Code.

The adjudicator was satisfied that the Home Builder responded to the Home Buyer's concerns, explained all the services that had to be covered by the estate charge, and how servicing of the sewage pump would increase these. The adjudicator found that the Home Builder made reasonable investigations into the Home Buyer's complaint, it responded in a timely manner, and it provided an explanation. The adjudicator acknowledged that the Home Builder's position was not what the Home Buyer was hoping for, but found that there had been no breaches of section 5.1 of the Code.

### **Decision**

The claim succeeded and the Home Buyer awarded £500 for inconvenience and an apology.

### **Complaint**

The Home Buyers say that the Home Builder has breached sections 1.3, 1.4, 1.5, 2.1, 3.1, 4.1 and 5.2 of the Code.

The Home Buyers have requested: an apology; an explanation; the Home Builder to investigate the Home Buyers' concerns; evidence to show that the Home was signed and inspected; and £1,000.00.

### **Defence**

The Home Builder denies any breaches of the Code. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator explained that in relation to the Home Buyers' complaints that the Home Builder breached sections 1.3, 1.4 and 1.5, because it used high-pressure tactics and misled the Home Buyers into thinking that its service had improved because it had a new site manager, these claims relate to events that happened before the purchase of the Home, and the Home Buyers were aware of these events when they made a previous application to the Scheme. The adjudicator, under the Rules, was therefore unable to consider them under this claim.

The adjudicator found that the Home Buyers' complaints that sections 2.1 and 3.1 of the Code had been breached in relation to the items listed in the Home Demonstration not being rectified prior to completion, is dealt with at section 4.1 of the Code and as such, found no breaches of these sections.

Turning to the Home Buyers' claim that the Home Builder did not sign off the Home at all the relevant stages before completion, the adjudicator was satisfied that while not all sign off had been done on the 'tag', various stages had nonetheless been signed off electronically and the builder had therefore complied with the Code requirements.

In relation to how the Home Builder dealt with the Home Buyers' complaints, the adjudicator was satisfied that the Home Builder responded to the issues raised in a timely manner and set out its position. Therefore, they found that the Home Builder complied with the requirements of section 5.2 of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder failed to construct the Home in a safe way, it failed to address snagging issues within a reasonable period of time, and it has provided a poor level of after-sale service.

The Home Buyer has requested an apology from the Home Builder, explanations of certain issues, the resolution of all of the outstanding issues at the Home, and compensation of £15,000.00.

### **Defence**

The Home Builder has provided the Home Buyer with an accessible after- sale service, complaints relating to snagging items have been investigated into, works have been carried out where necessary, and the LABC has determined that the items remaining in dispute are not considered to be defects. The Home Builder has complied with its obligations under Sections 4.1 and 5.1 of the Code; the relevant sections of the Code.

### **Findings**

While the Home Buyer referenced Sections 1.1, 1.3, 2.1, 2.4 and 4.2 of the Code, the adjudicator found these were not relevant to the issues raised in this case as such matters concerned the standard of after-sales service provided, and so considered the relevant sections pertinent to this.

The adjudicator found the Home Builder is not required to resolve all issues reported by the Home Buyer in order to comply with the Code. Instead the Home Builder is obligated to acknowledge and investigate any snagging complaints raised in an effective and timely manner and issue a clear response to the Home Buyer for each of the concerns raised. Further, that the Home Builder can disagree with the Home Buyer as to whether or not certain issues are to be regarded as snagging issues, as long as these complaints are sufficiently investigated.

The adjudicator was satisfied that the Home Builder had addressed all of the issues raised by the Home Buyer, they investigated these issues within a reasonable period of time, including through the appointment of third party contractors, and they relayed their findings on these matters to the Home Buyer. As such, there was no breach of the Code in relation to Section 4.1.

With regard to the handling of the Home Buyer's formal complaints, the adjudicator was mindful that this issue was escalated to the home warranty body before proceeding through the Home Builder's formal complaints procedure and with whom the Home Builder engaged. The Home Builder offered to carry out works despite not being directed to by the warranty provider and offered explanations to the Home Buyer's queries, and sought to resolve the disputes in a reasonable manner. The adjudicator found no breach of the Code in this regard.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder has made changes to the Home and its boundary line, without notice, and contrary to the technical drawings presented. The Home Buyer has requested the rectification of these changes, and compensation of £15,000.00.

### **Defence**

The Home Builder says there have been no breaches of the Code, and the issues raised regard a neighbourly dispute. No offer of settlement has been made.

### **Findings**

The adjudicator considered the dispute regarded technical arguments raised by the Home Buyer's neighbour, primarily in relation to the positioning of the rear fencing, the positioning of their garage downpipe, and the alleged overhang of the garage into their neighbour's boundary. The Home Buyer did not have an issue with how the Home had been constructed in the first place, rather to the alterations that have been made since, how these alterations have been handled, and the Home Builder's reluctance to carry out further works in this regard.

The adjudicator found that the Home Buyer had not been provided with inadequate pre-purchasing information and that they were not seeking to argue that the way in which the fencing and the down piping was initially installed was incorrect, nor had they argued that the information presented to them was incorrect. The dispute instead was in relation to the actions taken by the Home Builder, since legal completion, and which meant that the down piping and the fencing were no longer in the situ they should be in.

The adjudicator found that the tracking of the downpipe had been changed, but the actual drainage point had not. They considered this to be a minor change, and the Home Buyer's agreement to make this change would not have been required. Notwithstanding this, the adjudicator found this was a change that the Home Buyer should have been notified of, and that it was not clear how the Home Builder sought to make the Home Buyer aware of this change and therefore breached the Code in the sense that a poor level of after-sales service had been provided in relation to this particular issue. However, this was not a change the Home Builder would have been prohibited from making.

Similarly, with regard to the fencing, the adjudicator found the Home Buyer should have been notified of the change in advance and it was not evident they had been. The Home Builder initially sought to deny that the change to the fencing was contrary to the plans presented, and they then took the decision to revert the change back, so that the fencing was then as it was at completion. The adjudicator further noted that the matter had remained ongoing for an extended period of time, several complaints had been raised regarding the boundary of the property and the disputes that had been raised by the Home Buyer's neighbour meant that a more clearly-defined position could have been given to the Home Buyer at an earlier point in time.

While accepting that the Home Builder had made attempts to resolve the complaints raised in the aftermath of what turned into a dispute with the neighbour, through offers of compensation, the adjudicator found that overall, there had been breaches of Sections 4.1 and 5.1 of the Code.

The adjudicator found further failings whereby the Home Builder failed to investigate the Home Buyer's complaints with regards to snagging issues and to relay their findings to the Home Buyer.

**Decision**

The claim succeeded and the Home Buyer awarded £500 for the inconvenience caused.

### **Complaint**

The Home Buyer complains that the roof tiles of the Home have become discoloured and he has been told that this is due to a manufacturing fault. He believes that this could affect the future functionality of the tiles and says that the Home Builder has not responded appropriately to his complaint. He complains of a breach of section 4.1 of the Code. He asks for an apology, an explanation, practical action to replace the roof tiles or provide compensation of £10,000.00.

### **Defence**

The Home Builder says that it is not liable for this claim. It has offered a solution to the Home Buyer by way of spraying an acrylic coating to the tiles and has responded to his concerns. It denies that the functionality of the tiles is affected by the manufacturing fault.

### **Findings**

The adjudicator was mindful of the fact that the complaint raised by the Home Buyer became apparent after nearly two years of the tiles on the roof being in use and agreed that the roof would not ordinarily have been expected to show the level of discolouration evidenced within a two-year period.

However, the adjudicator found that the Home Builder had taken reasonable steps to investigate the complaint, including contacting the supplier of the tiles and offered a solution to the problem; albeit not one the Home Buyer agreed with.

While the Home Buyer argued that the Home Builder had not adequately investigated his complaint, because no representative visited his home or considered the tiles themselves, the adjudicator accepted the Home Builder's response in as much as the Home Builder says it had investigated this issue previously with a selection of other properties and therefore, when it received the Home Buyer's complaint, it understood the significance of this and that it related to the tile manufacturer's acknowledgment that a fault had occurred at the final stage of production when the factory applied coating.

The adjudicator was further satisfied that the Home Builder had provided reasonably sufficient answers to the Home Buyer's questions and ancillary explanations for the reason for its position. The adjudicator was not therefore persuaded that a breach of the Code had occurred.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder has breached sections 4.1 and 5.1 of the Code in that the Home Builder has failed to deal with the Home Buyer's complaint relating to a defect in the Home's driveway for more than four years.

The Home Buyer has requested that the Home Builder pay the sum of £25,000.00 in respect of driveway remediation, as well as stress and inconvenience, and issue a written apology.

### **Defence**

The Home Builder says that although it acknowledges a defect in the driveway, that this defect is minor and that its remedy would not improve the usability of the driveway. The Home Builder has not made a settlement offer.

### **Findings**

The adjudicator noted that there was no disagreement that the driveway was not constructed in accordance with the specifications and drawings and that as a result has caused (and is causing) a considerable amount of inconvenience in parking vehicles and exiting the driveway for the Home Buyer.

While the adjudicator found no breach of section 4.1 of the Code, inasmuch as a reasonable after-sales service was provided, they did find a breach of section 5.1 in respect of the Home Builder's complaint handling.

The adjudicator noted that the complaint had extended over four years and that there seemed to be no convincing reason expressed by the Home Builder for the continuing lack of resolution. Further, that at multiple points, the Home Builder simply failed to respond to the Home Buyer's emails, requiring the Home Buyer to chase.

The adjudicator concluded that normally, a delay of more than four years without resolution (despite an acknowledged defect), would require a cogent and convincing response from the Home Builder to explain why, despite the delay, it had nevertheless dealt with the Home Buyer's complaint in accordance with Section 5.1 of the Code. The adjudicator found that no such explanation existed and therefore that the Home Builder has not acted in accordance with Section 5.1.

### **Decision**

The claim succeeded and the Home Builder was directed to remedy the defect in the driveway or, failing this, to pay to the Home Buyer the evidenced costs of such remedy by third parties (up to the £15,000.00 limit set by the Code); pay £500.00 to the Home Buyer for inconvenience and provide a written apology to the Home Buyer.



### **Complaint**

The Home Buyer says that the Home Builder provided poor customer service when dealing with a complaint about corrective works to the Home's damp proof course. The first set of remedial works completed to the Home were not effective and further works are required to resolve the issue. 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 fix the damp proof course and pay £15,000.00 for the additional stress, inconvenience and distress incurred.

### **Defence**

The Home Builder says that it has not breached any section of the Code. The Home Builder admits the first remedial works completed to the Home were not effective and it says it is working with the Home Buyer to address and resolve this issue in a timely and suitable manner. The Home Builder anticipates the works commencing in August 2025 and plans to meet the Home Buyer beforehand to answer any further questions that they may have and alleviate any concerns. Furthermore, it says that it has provided an accessible after-sales service, and it has made appropriate attempts to resolve the damp proof course within a reasonable period.

### **Findings**

The adjudicator was satisfied that the Home Builder responded to the Home Buyer's enquiries regarding the damp proof course issues and completed initial repairs. Further, that the Home Builder and its contractors made numerous visits and various repairs to the Home throughout the dispute. Whilst the first remedial works completed to the Home were ineffective, the Home Builder continued to work with the Home Buyer, and the adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout the dispute.

The adjudicator found that the Home Builder had good faith and reasonable belief that it had made and continued to make reasonable attempts to resolve the damp proof course issue and as such provided an accessible after-sales service.

In relation to how the Home Builder dealt with the Home Buyer's complaints, the adjudicator considered that the Home Builder attended the property to try to fix the various issues and brought in various contractors and specialists to investigate and fix the damp proof course. The adjudicator was satisfied that the timescale of the Home Builder's responses was unreasonable and that no breach of the Code was identified.

### **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 has experienced numerous and ongoing problems and faults at the property. The Home Buyer asserts that the Home Builder has attended the house to investigate the problems but has not remedied all and has referred her to directly approach NHBC. The Home Buyer states that despite a site-inspection from NHBC and a subsequent issuing of a report of its findings, the Home Builder continues not to remedy numerous defects. 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 and take some practical action.

### **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 within reasonable time periods. The Home Builder notes that it has returned to the Home Buyer's house to undertake remedial works and records that it advised her to escalate directly to NHBC. The Home Builder says that NHBC found only two minor faults, and these were remedied within a short period of time. The Home Builder has not made a settlement offer to the Home Buyer and declines to provide the requested remedies.

### **Findings**

While the Home Buyer asserts that information available to her at the time of Reservation did not make clear that the boundary of her property would be marked with just a metal bar and thus is dissatisfied that her privacy is exposed because of the lack of a solid boundary, the adjudicator was satisfied that the boundary had been erected according to plans available to the Home Buyer at the time of Reservation. Further, that the Home Buyer had sight of a Material Schedule and as such, no breach of the Code occurred.

The adjudicator accepted the Home Buyer's assertion that the request for an electric shower was not included on the Reservation Form. However, the adjudicator went on to comment that they would expect that the Home Builder would have confirmed this in writing through some other document. Given there was no further evidence to support the Home Buyer's contention that she requested such a shower or that the Home Builder had agreed to install it, the adjudicator found no breach of the Code.

In relation to how the Home Builder dealt with the Home Buyer's complaints, the adjudicator was satisfied that that the Home Builder responded to the Home Buyer's communications within a reasonable time period. The Home Builder took steps to rectify the issues brought to its attention and was not persuaded that the Home Builder attempted to deny responsibility for the issues reported to it. Further, the Home Builder advised the Home Buyer to escalate her complaints directly to NHBC, and that following a visit from NHBC the Home Builder rectified the two faults that were identified.

### **Decision**

The claim did not succeed.