



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.

### **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 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 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.

### **Complaint**

The Home Buyer says that the Home Builder is in breach of section 2.1 of the Code because prior to purchasing the property, they were informed by the Home Builder that the driveway was just shared between neighbours and 'was nothing to worry about'. The Home Buyer's solicitor has confirmed that it is a shared drive between 7 houses. The Home Buyer states that as well as neighbours, walkers leave their cars on the shared drive, sometimes blocking the emergency services access.

The Home Buyer would like the Home Builder to remedy the situation by stopping outside vehicles from using the drive by taking responsibility for it or letting the council control it.

### **Defence**

The Home Builder does not believe it has breached the Code because it answered all the Home Buyer's enquiries prior to reservation, explained about the shared driveway and recorded it on a reservation form, signed by the Home Buyer. The signed reservation form also included site plan which showed the shared access drive hatched in blue and labelled.

The Home Builder states that the master deed plan and site layouts clearly show what part of the shared driveway is 'deeded to each plot, easements etc. and everything relating to the plot was discussed'.

### **Findings**

The adjudicator was satisfied that the Home Builder did provide enough pre-contract information to help the Home Buyer make a suitably informed purchasing decision, which has been evidenced on the reservation form, shown on the plot plan, and confirmed by the Home Buyer's solicitor. The adjudicator therefore, found that there was no breach of section 2.1 of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder did not completely fix the snagging issues with the Home's garage floor, bifold doors and windows, and in doing so, the Home Builder breached the Consumer Code for 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 to replace the bifold doors and windows and pay £4,000.00 so that the Home Buyer can fix the garage floor issues.

### **Defence**

The Home Builder has not provided a response to the Home Buyer's claim. However, the Home Buyer's evidence indicates that the Home Builder has declined to deal with the garage floor, bifold doors and windows beyond the original repairs already made.

### **Findings**

In the absence of a defence from the Home Builder, the adjudicator considered the submissions of the Home Buyer and found that the Home Builder breached the Code regarding customer service and after-sales service when dealing with the garage floor, bifold doors, and window snagging issues. The adjudicator determined that the Home Builder did not provide an accessible after-sales service and did not completely fix the outstanding snagging issues within a reasonable period in breach of section 5.1 of the fifth edition of the Code.

While the Home Buyer had requested financial compensation in order to remedy the breach, the adjudicator explained they could not award outright money for the works as itemised quotes for them to rely on had not been provided.

### **Decision**

The claim succeeded and the Home Builder directed to remedy the bifold doors, windows and garage floor issues within the Home as soon as possible. If the Home Builder is unable or unwilling to do so within 20 days of the acceptance of the decision, then the Home Builder shall pay the Home Buyer the costs of rectifying the bifold doors, windows and garage floor issues on receipt of invoices provided by the Home Buyer; capped at £49,500.00. The Home Builder shall also pay the Home Buyer the sum of £500.00 for the inconvenience caused by its breaches of the Code.

### **Complaint**

The Home Buyer says that the Home Builder has breached Code Section 3.3, because it has delayed the completion of the Property. He states that he has incurred several losses as a result of the delayed completion.

The Home Buyer has requested that the Home Builder should rescind the sales contract with no further payments due to the Home Builder; return the deposit of £95,000.00 that he has paid in respect of the Property; and pay him £39,500.00 compensation for consequential losses incurred as a result of the delayed completion.

### **Defence**

The Home Builder says that the delay in the completion has arisen primarily due to contractor insolvency and it has taken steps to mitigate loss and delay arising from this event. It has extended the completion using the mechanism provided in the sales contract. No offer of settlement has been made.

### **Findings**

Firstly, the adjudicator noted that the Home Buyer had agreed for the adjudication to proceed on the basis that his claim would be limited to £15,000.00, given the compensation limit of the Scheme under the fourth edition of the Code.

The adjudicator found the Home Buyer's claim for a breach of contract, and the remedies sought as a result of the alleged breach (including rescission and financial losses), fell outside the scope of the Scheme and that they were therefore unable to make any findings in respect of this aspect of the Home Buyer's complaint.

The adjudicator was satisfied that the Home Builder provided the Home Buyer with information regarding his right to terminate the contract in certain circumstances including where there is a proposed material change to the construction.

In relation to the Home Buyer's complaint concerns the timing of the completion of the Property, the adjudicator considered this under Section 3.2 of the Code. The adjudicator was satisfied that the Home Builder provided the Home Buyer with an anticipated completion window on each occasion it extended the construction period. They found that the information the Home Builder provided the Home Buyer was reliable and realistic, taking into account the issues it was reportedly experiencing when it wrote to the Home Buyer about the anticipated completion dates.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder, having represented prior to completion that the inside walls and ceilings of the Home would be plastered, instead used a dry-lining technique. In handling the complaint, the Home Buyer says that the Home Builder changed its mind, initially agreeing to remedy the issue, and then taking issue with it.

The Home Buyer has requested: £5,000.00 for contractual damages; £960.00 for the time spent pursuing the complaint; the cost of rectification in the sum of £19,425.00; alternatively, the diminution of value of the Home in the sum of £15,000.00, £500.00 for inconvenience. The Home Buyer recognises that the overall sum is capped at £15,000.00 under the Scheme, and so claims this total amount.

### **Defence**

The Home Builder says that the plastering was not part of the Home's specifications, and that it never stated to the Home Buyer that the Home would be plastered inside. The Home Buyer says that it handled the complaint adequately, first inspecting and then making a clear conclusion about its actions in relation to the plastering. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator found the Home Builder's sales and advertising material was not "clear and truthful" as required by Section 1.5 of the Code. The Home Builder confirmed to the adjudicator that its consistent practice in building standard properties of the Home Buyer's type is not to plaster properties yet the "Home to Home" document tells Home Buyers that it does plaster properties.

Further, the adjudicator found that the plastering of interior walls and ceilings formed part of the Home's general appearance and in not supplying the information to the Home Buyer in its written materials in as much as the Home's interior surfaces would not be plastered, was a breach of Section 2.1 of the Code. Moreover, the Home Builder was required to provide the Home Buyer with plain and accurate information regarding the standards to which the Home was being built applied. The adjudicator found that the NHBC Standards was a relevant standard and which should have been accurately part of the pre-purchase information supplied to the Home Buyer. It was not. The adjudicator therefore concluded that the Home Builder did not act in accordance with Section 2.1 of the Code.

In relation to the handling of the Home Buyer's complaint, the adjudicator found that the Home Builder, having received a complaint regarding the plastering and investigated that complaint, first told the Home Buyer that it was going to remedy the plaster, and then decided not to. In so deciding, the adjudicator found the Home Builder's communication to the Home Buyer of the decision was not that which the Home Buyer was entitled to expect; it was taken as a "U-turn" sometime prior to the attendance of the Home Builder's subcontractor, and only became clear to the Home Buyer when the subcontractor told the Home Buyer that it was not instructed to work on the plaster. The adjudicator determined this was an inadequate handling of the Home Buyer's complaint and a breach of Section 5.1 of the Code.

**Decision**

The claim succeeded and the Home Builder was directed to rectify the plastering issue by providing plaster cover to internal walls and ceilings, failing which, to pay to the Home Buyer the reasonable evidenced costs of such plastering by third parties, up to the limit of the Scheme (£14,500.00) and to pay the Home Buyer £500.00 for inconvenience.

### **Complaint**

The Home Buyer says that the Home Builder provided poor customer service when dealing with a complaint about a refusal to undertake corrective works to the Home's bathroom fixture and fittings. 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 pay £9,000.00 for the Home Buyer's legal fees and the additional stress, inconvenience and distress incurred.

### **Defence**

The Home Builder says that it has not breached any section of the Code. Any damage that occurred to the bathroom's fixtures or fittings was after completion and therefore is not a valid snagging issue or defect. Furthermore, it says that it has provided an accessible after-sales service, and it has made appropriate attempts to resolve the Home Buyer's complaint within a reasonable period.

### **Findings**

The adjudicator was satisfied that the Home Builder provided an accessible after-sales service. The Home Builder responded to the Home Buyer's enquiries regarding the shower and the tiles and refused to undertake work after an investigation as it was of the view that the issues raised occurred after completion and were not valid snagging issues or defects. While the home warranty body took a difference stance (and the Home Builder has stood by its contractual obligations), the adjudicator was satisfied that the Home Builder, in holding a good faith and reasonable belief that, as the damage occurred after completion, it was not a snagging issue or defect and that it had responded appropriately to the Home Buyer.

Furthermore, the adjudicator was satisfied that there was nothing to suggest that the timescale of the Home Builder's responses was unreasonable.

### **Decision**

The claim was unable to succeed.



### **Complaint**

The Home Buyer says that there are numerous outstanding works that need to be completed, there are several missing items that should have been installed, and the Home Builder has failed to provide/install the option extras that were purchased.

The Home Buyer has requested compensation in the total sum of £15,000.00, and for the Home Builder to either carry out the works necessary or compensate them for the costs of doing so themselves.

### **Defence**

The Home Builder says that it has not breached any of its obligations under the Code. No offer of settlement has been made.

### **Findings**

The adjudicator found that the snagging items that had been reported by the Home Buyer from September 2022 onwards could have been addressed in a more effective and timely manner. While it was evident to the adjudicator that the Home Builder was addressing the snagging items and/or defects through the use of a shared snagging list, they found that there were a number of items that appeared to be left unaddressed for a significant period of time, and some that were not investigated into within a reasonable period of time. By way of example, the adjudicator found that it took over one year later for the Home Builder to confirm their final position in relation to the turf and levelling of the garden.

While the adjudicator was mindful of the fact the Home Builder had remained communicative with the Home Buyer throughout the process, and that there had been genuine attempts to attend and resolve the defects that the Home Builder agreed was their liability, nonetheless the complaints could have been addressed, investigated into, and responded to, in a much more timely and effective manner. Failure to do so was a breach of Section 5.1 of the Code.

### **Decision**

The claim succeeded and the Home Buyer awarded £300 for inconvenience caused.

### **Complaint**

The Home Buyer says that he has experienced many snagging matters and problems with the Home that the Home Builder took a long time to resolve with many wasted appointments, incorrect parts, delays and lack of supervision. He also complains that the Home was mis-sold to him. He argues that the Home Builder is in breach of sections 1.5, 2.1, 4.1 and 5.1 of the Consumer Code for Home Builders. The Home Buyer has requested an apology and compensation of £10,000.00.

### **Defence**

The Home Builder says that although there were some missed appointments by its contractors, it was not in breach of the Code. It has offered compensation of £250.00 and to replace the glass in the Home Buyer's bathroom window as a goodwill gesture and settlement of the claim.

### **Findings**

The adjudicator noted that the Home Buyer Home Buyer claimed that he had been mis sold the Home for three reasons in relation to the proximity of affordable housing, the number of manholes at the front of the Home and the slope of the garden and its drainage.

The adjudicator found that Section 1.5 of the Code states that the sales activity and materials used by a Home Builder must be clear and truthful. This provision is linked to the time at which information is given to a prospective purchaser and that if this is correct and not misleading at the time that the information is provided, there will be no breach of this section. The section does not prevent a Home Builder from making changes to the Home during the construction process. Further, that Section 2.1 section does not require a Home Builder to tell the Home Buyer every detail about the construction, but only about those matters that would reasonably be expected to affect a purchasing decision. The information to be given about the layout and appearance of the plot only needs to be "general" in its character and not specific.

In relation to the manhole covers, the adjudicator found the drainage of waste and surface water from the Home is an essential part of any development, and its design must enable access to the underground pipework through manhole covers. The adjudicator found that the Home Buyer had been provided with misleading information in relation to the number of manhole covers which was a breach of Section 1.5 but that the presence of an additional manhole cover in a driveway is not a matter that would foreseeably affect a prospective buyer's purchasing decision and found that section 2.1 did not require the Home Builder to disclose this issue.

In relation to the slope of the rear garden, the adjudicator did not find that the plan was not clear and truthful or that the Home Buyer was given incorrect information. As for the presence of affordable housing, the adjudicator found no evidence that nearby homes were destined for sale to this or other housing associations at the time that the Home Buyer completed the reservation and further, that it would not have been appropriate for a Home Builder to give out information about the intention of prospective third-party purchasers prior to a sale. The adjudicator was satisfied that when a sale had been made, the Home Builder

provided this information to the Home Buyer, who made no application to change plot and as such, there was no breach of the Code.

The adjudicator did however find a breach of Section 5.1 of the Code in as much as the Home Builder had not resolved the Home Buyer's complaints within a reasonable time from the point at which they were first raised. Some issues were said to have persisted for more than one year after they were first raised. The adjudicator found that the Home Builder had not managed or monitored the work done and had to be reminded of work needed, that attempts were made to complete work which were not successful because contractors did not attend, parts were not available and further damage was sometimes caused.

Additionally, the adjudicator found the Home Builder's conclusions in a number of respects lacked finality and were unclear to the Home Buyer.

### **Decision**

The claim succeeded and the Home Builder directed to:

- pay the Home Buyer £250 towards financial losses incurred as a consequence of the number of wasted and repeated appointments due to insufficient monitoring and implementation of snagging;
- investigate the levels, gradients and drainage of the Home Buyer's back garden. If the Home Builder decides that action should be taken to bring the garden to a correct standard, it shall inform the Home Buyer of the action it intends to take and, if the Home Buyer agrees, carry out that work
- replace the Home Buyer's bathroom window glass (given they have offered to do so)
- pay £500 for inconvenience
- provide an apology.

### **Complaint**

The Home Buyer says that there remain numerous issues outstanding since the purchase of the Home, the Home Builder has failed to provide an adequate level of service, and it has handled their complaints poorly. The Home Buyer has requested compensation of £35,000.00, the completion of a number of works at the Home, and an apology from the Home Builder.

### **Defence**

The Home Builder says that they disagree that they have breached any sections of the Code, but it is committed to addressing any genuine defects under the warranty provided. No offer of settlement has been made.

### **Findings**

Firstly, the adjudicator explained that they could not reconsider matters that had already been considered in a previous application to the Scheme nor could they consider matters which ought to have been apparent to the Home Buyers at the time of the initial application to the Scheme. The adjudicator could however proceed on the basis that, since the conclusion of that initial claim, the Home Buyer has raised further complaints with the Home Builder which relate to the way in which they have failed to address ongoing snagging issues at the Home, and the way in which their complaints have been handled through the Home Builder's complaints process.

The adjudicator noted that following the conclusion of the previous claim that was progressed through the Scheme, the Home Builder escalated the Home Buyer's complaint to their Group Customer Care Manager. The adjudicator noted the Home Builder continued to engage with the Home Buyer's concerns and their complaints, further works had been carried out beyond what was agreed in an attempt to bring the complaints to a more amicable resolution, and the Home Builder had continued to provide their final responses to certain issues.

However, the adjudicator found that while the Home Builder had made a concerted effort to address all of the issues raised, and remained communicative throughout this process, there had been delays and some failings in how the Home Buyer's complaints had been handled. The adjudicator highlighted examples which included issues being left outstanding and not investigated for some time and a considerable amount of back and forth regarding these complaints, with it not being clear that a final position had been provided on every point raised.

However, while the adjudicator found breaches of Section 4.1 and 5.1 of the Code, they also noted that the Home Builder had not ignored the Home Buyer's complaints in their entirety, they had not failed to take any action in relation to these complaints, they had engaged with the NHBC throughout and a formal proposal of works was scheduled. The Home Builder offered alternative accommodation, they worked with the Home Buyer throughout with regard to the scheduling of works, and some of these works were prevented due to a lack of access to the Home, or the Home Buyer not cooperating with the contractors who attended.

As a result, the adjudicator disagreed with the Home Buyer's view that the breaches of the Code should be regarded as significant or severe.

**Decision**

The claim succeeded and the Home Buyer awarded £250 for the inconvenience caused.

### **Complaint**

The Home Buyer says that the Home Builder has provided poor customer service and not resolved the various snagging issues, such as the leaking plumbing, roof and downstairs ceilings within the 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; and pay £5,700.00 for the additional expenses incurred, loss of time and for inconvenience and distress.

### **Defence**

The Home Builder did not provide a response to the Home Buyer's claim. However, the Buyer's evidence indicated that the Home Builder has declined to deal with the plumbing, roof and ceilings beyond the original repairs already made.

### **Findings**

The adjudicator noted that the Home Builder had not responded to the Home Buyer's claim, and in the absence of any submission or evidence to the contrary, was minded to accept the Home Buyer's submissions as accurate. Furthermore, the adjudicator could see no correspondence showing that the Home Builder considered these issues not to be snagging or unfounded.

As a result, the adjudicator found that the Home Builder did not provide an accessible after-sales service and did not completely fix the outstanding snagging issues within a reasonable period. Considering this, the adjudicator was satisfied that there had been a breach of Clauses 4.1 and 5.1 of the Code.

### **Decision**

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

### **Complaint**

The Home Buyer says that: the Home Builder installed lower powered solar panels than specified; the solar panels were not connected for 16 months; the Home Builder did not provide the certificate for over six months; and the Home Builder did not respond to concerns and formal complaints.

The Home Buyer has requested: an apology; an explanation; upgraded solar panels or £3,500.00 so that he can arrange for the upgrade; £1,215.41 compensation for financial loss; and £3,000.00 compensation for stress and delay.

### **Defence**

The Home Builder says that it connected the solar panels in April 2024, it provided £100.00 compensation, and it arranged a site visit when the Home Buyer raised concerns. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator considered the Home Buyer's complaint that he was told that the power of the solar panels would be 3.4kW but the power of the installed panels is 2.38kW which is less than advised. Given that the evidence showed that the Home Builder informed a number of potential purchasers that the power would be 3.4kW, on the balance of probabilities, the adjudicator found that the Home Builder intended to install 3.4kW solar panels but it subsequently changed the specification. However, the adjudicator considered that at the time that it emailed the Home Buyer on 10 September 2022, it intended to install 3.4kW panels, and, therefore, the information it provided was correct. There was therefore no breach of Section 2.1 of the Code.

However, the adjudicator found that the Home Builder should have notified the Home Buyer of the change, which they did not, albeit the change did not give the Home Buyer the right to cancel the contract, and his agreement to the change was not required. The adjudicator found the failure to notify the Home Buyer to be a breach of Section 3.1 of the Code. The adjudicator further found that the Home Builder failed to provide the Home Buyer with the certification for the solar panels until six months after installation and that this was a breach of Section 4.1 of the Code.

The adjudicator was satisfied that the Home Builder had systems and procedures for receiving, handling and resolving Home Buyer's complaints, as it was clear that there had been limited ongoing discussions between the parties regarding the issues raised by the Home Buyer. Nevertheless, the adjudicator found that the Home Builder had not provided substantive responses, dealt with the Home Buyer's concerns and formal complaint within a reasonable time, and it had not provided accurate information about the likely timescale for resolution of issues. As a result the adjudicator found these to be breaches of section 5.1 of the Code.

### **Decision**

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

### **Complaint**

The Home Buyer says that the Home Builder is in breach of section 2.1 of the Code. He says that since summer 2024, he has been unable to get in touch with the Home Builder's planning director. He wanted to raise the following issues: why no provision was made for an EV charging point; why cycle storage was not constructed in the rear garden; why the Home Builder had retained a ransom strip that, in accordance with the planning application, should have been part of the Home Buyer's property.

The Home Buyer has requested an explanation, practical action and £15,000.00 compensation, comprising: compensation for loss of land; a cable laid or charging point installed at the Home Buyer's allocated parking and compensation for inconvenience and stress.

### **Defence**

The Home Builder says that this claim has been made after the two year period within which it has obligations under the Code and, in any event, the Home Builder's planning director had replied to the Home Buyer with explanations. It denies that there has been a breach of the Code.

### **Findings**

In relation to the strip of land adjacent to the property, the adjudicator found no reason to believe that the Home Builder gave an incorrect explanation to the Home Buyer at the time of showing him the initial plan, especially as the plan that the Home Buyer was initially shown reflected the plan put forward in the application for planning permission. The adjudicator was satisfied that when the Home Builder decided to make a variation in what it would convey to the Home Buyer, which was prior to exchange of contracts, the Home Buyer was notified. The adjudicator was satisfied that the issue was resolved between lawyers and who was acting agent for the Home Buyer.

Further, the adjudicator found that in attempt to raise the matter once more, the Home Builder was not obliged to respond to the Home Buyer's concerns as the issue was to be treated as a new complaint and which arose after the two-year defect liability period had expired. Notwithstanding this, the Home Builder did respond and the adjudicator was satisfied no breach of the Code had occurred. Similarly, the adjudicator found that the issue of the electric vehicle point had been raised out of time but nonetheless, the Home Builder had issued a response to the concerns raised.

In relation to the cycle storage area not being constructed in the rear garden, the adjudicator noted that the Home was already built when it was seen by the Home Buyer and therefore was "sold as seen". No cycle shed had been constructed and it is unclear whether the Home Builder intended to provide one. However, as this was noted in planning documentation, the adjudicator noted that the Home Builder had agreed, at the Home Buyer's request, to make a payment of £400 to the Home Buyer instead of installing a cycle store.

### **Decision**

The claim did not succeed.



### **Complaint**

The Home Buyer says that the Home Builder did not build the parking spaces and bin collection point in line with planning permission. The Home Buyer has requested an apology, an explanation, and remedial work so that the affected areas comply with planning permission.

### **Defence**

The Home Builder acknowledges that the parking spaces were not built in line with planning permission, and the bin collection point could be increased. It has tried to engage with the Home Buyer, but he asked it to respond to the adjudication case.

The Home Builder has offered to widen the driveway parking spaces and increase the size of the bin collection point, but this offer was not accepted.

### **Findings**

The Home Builder acknowledged that it had not built the parking spaces and bin collection point in line with agreed planning permission. However, the adjudicator found that this was an unintentional building error and there was nothing to show that the Home Builder provided incorrect information at the pre-contract stage. Further, that the Home Builder did not make an intentional change to the design of these areas and therefore determined that Sections 2.1 and 3.1 of the Code had not been breached.

In relation to the layby parking space, the Home Builder acknowledged that during the construction stage, it had to make changes to the design of this area because of the retaining structure that had to be installed. The adjudicator determined that this was not a major change which would have given the Home Buyer the right to terminate the contract but nonetheless, the Home Builder should have notified the Home Buyer of the change. Failure to do so was a breach of Section 3.1 of the Code.

In relation to providing an accessible after-sales service and the handling of the Home Buyer's complaints, while the adjudicator found that the Home Builder engaged with the Home Buyer, visited site, arranged for a survey, engaged with the council, and tried to agree a resolution there were nevertheless delays and a failure to comply with the timescales set out in the Code. The adjudicator therefore found breaches of Section 5.1 and 5.2 of the Code (fifth edition).

### **Decision**

The Home Builder was directed to issue an apology.

### **Complaint**

The Home Buyer says that the Home Builder has breached several Code Sections, including Code Section 1.5 because in its sales and advertising materials it made statements that it did not deliver in reality, and Code Section 5.1 in its handling of her complaints.

The Home Buyer has requested that the Home Builder carry out several steps, including resolving issues regarding the hedges on the site, a privacy boundary fence it agreed to install, and outstanding snagging issues at the Property.

### **Defence**

The Home Builder did not respond to the claim.

### **Findings**

The adjudicator noted that the Home Builder failed to respond to the claim and therefore proceeded on the basis of the available information. Further, that several of the issues the Home Buyer had raised fell outside the scope of the Code and Scheme and could not be considered in the Decision. The adjudicator clarified they could consider the Home Buyer's complaints about the Home Builder's sale and advertising material, its handling of her vulnerability, its after-sales service, and its handling of her complaint about snagging issues.

While the Home Buyer complained that the Home Builder breached Code Section 1.5, because the statements made in its sales and advertising material were not reflected in the standard of the construction and the Home Builder's customer service, the adjudicator found that the fact that the Property was handed over to the Home Buyer with snags present did not in itself mean that the Home Builder's sales and advertising materials were unclear and untruthful. The adjudicator commented that snagging issues are a recognised feature of construction, including new build properties, and that provision has been made for the Home Builder to consider snagging issues reported to it within the two-year builder warranty. Therefore they found no breach of the Code in this regard.

Similarly, the adjudicator found there is no express requirement within the Code for the Home Builder to inform the Home Buyer of the snagging issues present at the property. The Home Buyer has the opportunity to inspect the Property and report any snagging issues to the Home Builder for consideration under its two-year builder warranty.

The adjudicator concluded that the Home Builder's after-sales service was not inaccessible. They commented that while the Home Builder's agents contacted the Home Buyer early or late in the day did not in itself indicate that the Home Builder did not have regard for her vulnerability. The adjudicator found no indication that the Home Buyer had specifically asked the Home Builder not to contact her before or after a certain time of the day.

The adjudicator was satisfied that the Home Buyer was able to access the Home Builder's after-sales service, having reported several issues after the sale of the Property which the Home Builder corresponded with her about and made arrangements to rectify some of the issues reported. The adjudicator also found no failing in respect of the provision of contact and guarantees/warranties information, and therefore no breach of Code Section 4.1.

However, the adjudicator found that the Home Builder had breached Code Section 5.1, because it had not resolved the Home Buyer's complaint about snagging issues. It also did not appear to have responded to her request for an explanation regarding the missed horticulturist appointment and any plans to reschedule this appointment.

### **Decision**

The claim succeeded. The Home Builder was directed to:

- Investigate the Home Buyer's complaint about outstanding snagging items at the Property by reference to the Home Buyer's snagging;
- Provide the Home Buyer a written response setting out the findings of its investigations;
- Provide the Home Buyer its written proposals regarding any remedial action that it proposes to carry out in relation to each of the outstanding issue;
- Issue the Home Buyer a written response to her request for an explanation regarding the missed horticulturist appointment and details of any proposal to reschedule this appointment.
- Pay the Home Buyer £300.00 for inconvenience.

### **Complaint**

The Home Buyer says that the bath is defective due to a clicking noise when pressure is applied to its edge. Further, that the Home Builder had attempted to address the issue but failed to rectify it. She said this affects her experience using the bath.

The Home Buyer has requested practical action from the Home Builder. This is for the issue to be fixed. Alternatively she claims £2,500.00 compensation for a potential replacement.

### **Defence**

The Home Builder says it had investigated the issue. Further, that the warranty provider confirmed there were no breaches to their technical standards and therefore no action was required on its part.

### **Findings**

Whilst Home Buyer complained that section 2.1 and 2.3 of the Code had been breached as, despite six visits, including attempts by a handyman and a plumber, the bathtub's clicking noise persists indicating the Home Builder had failed to resolve a persistent defect; the adjudicator was satisfied that such matters did not related to the pre-sale requirements and therefore there was no breach of these Code requirements. Further, the adjudicator was satisfied that the Home Builder provided a copy of the signed reservation agreement, information about the warranty provider, information on management services and the sales brochure.

In relation to the after-sales service, the adjudicator noted that the Home Buyer was aware of who to contact to report any issues and further, was aware of the warranty provider and that the Home Builder was responsible for remedying defects within the defect period. The adjudicator was satisfied that section 4.1 of the Code had not been breached.

In relation to the complaint handling, the adjudicator was not persuaded that the Home Buyer had formally entered into the Home Builder's complaints process and/or that it was completed. As such they found no breach of section 5.1 of the Code.

### **Decision**

The claim is unable to succeed.

### **Complaint**

The Home Buyer says that the Home Builder mis-positioned the boundary fence of the Home, causing the Home Buyer to purchase a property smaller than contracted for, and causing considerable distress. The Home Buyer states that the Home Builder has failed, despite complaint, to address a defect in Velux windows at the Home.

The Home Buyer has requested that the Home Builder give the Home Buyer the property currently excluded by the boundary fence, and that the Home Buyer fix the Velux windows.

### **Defence**

The Home Builder says that although it acknowledges that it made a mistake in positioning the boundary fence, it properly dealt with the issue with the Home Buyer, and that in any event, it can do no more at this stage to deal with the Home Buyer's complaint. In relation to the Velux windows, the Home Buyer states that the Home Buyer's complaint is premature, and that the windows are to be addressed in the future. The Home Builder has made no offer of settlement.

### **Findings**

In relation to the issue with the fence, the adjudicator found that the Home Builder offered the Home Buyer reimbursements and "incentives" to convince them to accept the course of action which the Home Builder had recommended. The adjudicator determined this to be a breach of the Code, Section 3.1, as the Home Builder should have clearly advised the Home Buyer of their rights to end the contract and exit the deal. It did not do so, but chose to preserve the purchase at the risk of the Home Buyer.

The adjudicator found the complaint about the after-sales service was better directed to section 5.1 of the Code given the complaint concerned the mis-positioning of a fence, and the ways in which the Home Builder has failed to provide a resolution to the issue which was satisfactory to the Home Buyer. In relation to the complaint, the adjudicator found the Home Builder failed to provide a proper and considered response to the complaint, which should have included offering the Home Buyer the capability of terminating the contract and, if the Home Buyer wished to proceed regardless, offering the Home Buyer a reasonable discount off the property price taking proper account of the square meterage lost in the boundary error. Given the Home Builder did neither of these things, the adjudicator found the Code to have been breached.

In relation to the Velux windows, the adjudicator was satisfied that, at the time of the claim, the matter was appropriately being dealt with.

### **Decision**

The claim succeeded and the Home Builder directed to pay £500 in compensation and issue an apology.

### **Complaint**

The Home Buyer says that the Home Builder did not inform him that the neighbouring golf course had planning permission for housing as part of a named development, and in doing so, the Home Builder breached the Code.

The Home Buyer has requested the Home Builder apologise and pay a total of £11,064.00 for the lost reservation fee, legal costs, temporary accommodation and the inconvenience and distress incurred.

### **Defence**

The Home Builder says it has not breached the Code. The Home Builder has no connection, interest, involvement or otherwise in the strategic development known as the development named by the Home Buyer. Furthermore, the Home Buyer, and his solicitor, had access to all relevant information regarding planning permissions. The Home Buyer could have formally written in, sought advice from his solicitors or asked the question at the reservation meeting, if this was a real matter of contention and the deciding factor for proceeding with the sale. There is no evidence of the Home Buyer ever asking the question regarding planning permission on the golf course nor is there evidence that Home Builder's sales personnel confirming that there was not.

### **Findings**

The adjudicator was not persuaded that the Home Builder's customer sales agent was not trained to deal with the planning enquiry or that the Home Buyer, despite having access to all relevant information regarding planning permissions, made an enquiry at the time of reservation concerning the neighbouring golf course. The adjudicator was satisfied that there was a dialogue between the Home Builder and Home Buyer and that the Home Builder had suitable systems and procedures in place to ensure that it could reliably and accurately meet the commitments on service, procedures and information in the Code. Accordingly, the adjudicator found that the Builder had not breached clauses 1.3.1 or 1.4.1 of the Code.

The adjudicator found that whilst the sales and marketing material sets a high bar for the Home Builder, the statements made in it were not misleading and untruthful. The adjudicator commented that the Home Builder could not guarantee that the view from the Home Buyer's property or the surrounding outside the development would not change due to a third-party planning application. The adjudicator was satisfied that the Home Builder had provided enough pre- contract information regarding future nearby developments and that the Home Builder only had access to publicly available information, which is the same information available to the Home Buyer and his solicitors. Accordingly, the adjudicator found that the Home Builder has not breached Clause 1.5.1 or 2.1.1 of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder did not fit land drains under the lawn, and its after-sales service has been poor.

The Home Buyer has requested the Home Builder provide adequate drainage, a second drain on the left of the garden, and re-lay the lawn. Alternatively, the Home Buyer has requested compensation.

### **Defence**

The Home Builder says that it has responded to the Home Buyer's concerns and completed remedial work. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator considered whether the Home Builder had assessed and responded to the issues raised by the Home Buyer appropriately when providing an accessible after-sales service as required by the Code. Given the correspondence between the parties and the dialogue that had taken place, the adjudicator was satisfied that the Home Buyer was made aware of the after-sales service and who to contact and that the Home Builder had complied with section 4.1 of the Code.

Given the Home Buyer felt that this service was not effective, the adjudicator considered whether there had been a breach of section 5.1 of the Code in relation to complaint handling. In doing so, the adjudicator was satisfied that the Home Builder made reasonable investigations into the Home Buyer's complaint, it responded in a timely manner, it carried out remedial work, and, although there were delays due to weather conditions, the Home Builder provided a likely timescale, and kept the Home Buyer updated. Further, the adjudicator was satisfied that the Home Builder had explained that it would need further evidence that the remedial work had not resolved the issue before it considered further work and found that the Home Builder had provided a reasonable response to the Home Buyer's concerns, and therefore there were no breaches of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder changed the location of the drainage field after she reserved the Home, and it did not notify her. She says that it did not comply with the requirements of section 2.1 of the Code or Clause 2(b) of the sale contract.

The Home Buyer has requested an apology, an explanation, and the Home Builder level the mound or provide £15,000.00 compensation.

### **Defence**

The Home Builder says that it provided a plan at the reservation stage. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator acknowledged that the current location of the drainage mound was not recorded on the plan shown to the Home Buyer at the reservation stage, however, they were satisfied that the requirements under section 2.1 of the Code only require the Home Builder to provide limited information about the position of the plot in relation to other plots; that is the general layout of the development, and the plot position of the Home within the development. The adjudicator found that information about the plot itself is required, but there is no requirement to provide information about the position of drainage areas which do not fall within the boundary of the Home. As such, 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 that there had been a breach of section 2.1 of the Code.

The adjudicator also considered section 3.1 of the Code which requires Home Builders to provide clear and fair contract terms. Specifically, the Home Builders' Guidance deals with subsequent changes to a home's design or construction from what was shown to the Home Buyer in the reservation agreement and sales contract. Having done so, the adjudicator was satisfied that the changes referred to in section 3.1 relate only to changes to the Home, and they do not relate to changes outside the boundary of the Home. The adjudicator found the evidence did not support a conclusion that there had been a breach of section 3.1 of the Code.

### **Decision**

The claim did not succeed.



### **Complaint**

The Home Buyer says that the Home Builder has failed to address the issues with the cracking noises coming from the flooring throughout the Home.

The Home Buyer has requested £2,348.00 for the repairs already carried out; £6,018.00 for the further requires required; £507.18 for the replacement of the bathroom flooring; and £2,500.00 as compensation for inconvenience and distress.

### **Defence**

The Home Builder says that it is not required to take any further action in relation to this complaint. No offer of settlement has been made.

### **Findings**

In relation to the issues complained about, the adjudicator noted that the Code obligates the Home Builder to address reports of defects, and address complaints raised in relation to defects, in an effective and timely manner. The Home Builder is obligated to record complaints, investigate into them, and relay their findings to the Home Buyer in a clear and comprehensive manner.

The adjudicator was satisfied that the Home Builder did seek to address the issues relating to cracking noises that were reported shortly after the Home Buyer took occupancy of the Home. When this could not be resolved in the first instance, the Home Builder instructed specialist contractors to attend the property where more invasive and thorough works were carried out, the ceilings were removed, resilient bars were fitted, and the ceilings were reinstated. When the Home Buyer reported that these repairs had not resolved the problem fully, the contractor was scheduled to reattend, and they indicated to the Home Builder that they did not agree that there was an ongoing defect. The matter was escalated through the Home Builder's complaints process, it was subsequently referred to the NHBC, and the NHBC confirmed through their findings that there were no defects present, and that the floorings and ceilings were within tolerance levels.

While the Home Buyer disagreed with these findings and again reported further defects, the adjudicator was satisfied that that the way in which the reported defect was handled, and the way in which the subsequent complaints regarding this defect were handled, satisfied the Home Builder's obligations under the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that they were mis-sold the Home, and the Home Builder failed to deal with snagging issues in an effective and timely manner. The Home Buyer has requested compensation in the total sum of £30,000.00.

### **Defence**

The Home Builder says that it did not mis-sell the Home, but it does apologise for any delays experienced during the snagging process. No offer of settlement has been made.

### **Findings**

The adjudicator noted that the Home Buyer's primary point of contention was that the Home Builder failed to provide them with adequate information regarding the Local Equipped Area for Play (LEAP) area that was to be constructed opposite the Home. The Home Buyer's primary argument being that while they were aware that there was to be a LEAP area opposite the Home, they were misled as to the nature of equipment that would be installed, and the crowds this area would be likely to attract. The adjudicator was satisfied that that the Home Buyer was made aware that there was a LEAP area to be installed opposite the Home, the Home Buyer proceeded to purchase the Home with the knowledge of this area being constructed, and it was not apparent to the adjudicator, through the evidence provided, that the area which had been constructed would not fall within the definition of a LEAP. As such, the adjudicator was satisfied that the Home Builder had complied with their obligations under Section 1.5 and 2.1 of the Code.

Further, given the Home Buyer's concerns relate to anti-social behaviour occurring in the area, the adjudicator found that irrespective of whether or not the Home Builder failed to provide the Home Buyer with enough information to make an informed purchasing decision, it would be unreasonable to determine that the Home Builder should have foreseen such anti-social behaviour, and especially such a level of anti-social behaviour, occurring as a result of the installation of swings, a climbing frame, and a slide. The adjudicator found this to be wholly outside of the Home Builder's control, and the impacts of this LEAP area referred to had not been caused by the Home Builder.

Regarding the snagging issues reported by the Home Buyer, the adjudicator concluded that while the Home Builder remained responsive to the Home Buyer's concerns throughout this period, action could have been taken in a more effective and timely manner. The adjudicator found, by way of example, the Home Buyer was having to continually chase the Home Builder regarding an appointment with their landscaping company, there were appointments that were scheduled and not attended to by these contractors, and representatives of the Home Builder scheduled to attend were late without making the Home Buyer aware in advance. The adjudicator determined that that a number of issues remained ongoing for an extended period of time, and the level of after-sale service provided could have been improved. As such there had been breaches of Section 4.1 of the Code.

### **Decision**

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

### **Complaint**

The Home Buyer says that the Home Builder constructed the garage of the home with two defects/snags, and that the Home Builder has not acted in compliance with the Code in in not providing clear and truthful advertising, not providing reliable and accurate information prior to purchase, not ensuring that the Home was completed to a good standard; not providing appropriate customer services, not handling complaints fairly and efficiently, not providing an appropriate after-sales services, and in not ensuring that after-sales matters are dealt with promptly and appropriately. The Home Buyer has requested payment of £2,000.00 as the cost of remedying the defects.

### **Defence**

The Home Builder says that there is no remaining defect in the Home's garage; and that it dealt with the Home Buyer's complaint in compliance with the Code. The Home Builder denies all of the other breaches of the Code as alleged by the Home Buyer. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator noted the Home Buyer suggested that the quality of the garage was such as to suggest that it was not finished to a high professional standard or with the quality workmanship advertised. The adjudicator found that the Home Buyer's complaint was not so much that the advertising was in breach of the Code, but that the resulting work was below standard. There was no mention of the garage in the advertising material; and, while views about what constitutes a "professional standard" might vary, the adjudicator was unable to conclude that the garage was constructed below this standard.

The adjudicator was also satisfied that the Home Buyer was supplied with the brochures or plans which reliably illustrated the Home's general layout, appearance and plot position; and that the standards to which the Home was being built (for instance, the relevant building regulations and the technical requirements).

In relation to the contract, the adjudicator found no evidence that the contract terms were either unclear or unfair, or that such issues were previously raised by the Home Buyer during the review of either the Home Buyer or the Home Buyer's solicitor.

As to the complaint handling, the adjudicator found the Home Builder received the complaint, considered and investigated it and (in the case of part of the complaint) acted to remedy the issue. When the Home Buyer was unhappy with the remedial steps, the Home Builder referred the matter to the warranty provider for a second opinion. Although the remedial action was not to the Home Buyer's satisfaction the adjudicator found the fact that the Home Builder did not take the action which the Home Buyer wanted it to take was not sufficient for a breach of this section of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the fence is not located along the boundary of the Property. He has experienced repeated poor customer service. The Home Buyer has requested: an apology; disciplinary action; the fence moved; compensation of £2,500.00.

### **Defence**

The Home Builder says that it acknowledges that the fence needs to be moved, and it believes that the Home Buyer should receive compensation of £500.00 for the inconvenience he has experienced. The Home Builder has offered the Home Buyer compensation of £500.00.

### **Findings**

The adjudicator noted that Section 2.1 of the Code creates a positive obligation for Home Builders to supply information to Home Buyers, rather than placing the onus on Home Buyers to ask questions. Nonetheless, Section 2.1 cannot be read as imposing on Home Builders an obligation to provide every detail of construction to Home Buyers. The adjudicator said the question is whether the details omitted were so significant that the resulting construction differed significantly from what could reasonably have been predicted based on the information actually provided to the Home Buyer. The Home Builder cannot be held responsible for satisfying the unexpressed expectations of the Home Buyer, but only to have provided the information necessary for the Home Buyer to make an informed purchasing decision. In addition, the adjudicator emphasised that Section 2.1 is not intended to prevent home builders from making any changes to properties, and the Guidance to Section 3.1 of the Code qualifies the obligation of the Home Builder to notify the Home Buyer with respect to changes.

Noting that the Home Buyer purchased the Property aware that the fence was not in the correct location, and that the Home Builder stated that it intended to move the fence, the adjudicator found that an unqualified statement to the Home Buyer that the fence would be moved entailed that it would be moved within a “reasonable time” after purchase. The adjudicator found that the 2.5 years the Home Buyer had been waiting greatly exceeded a “reasonable time” and therefore the Home Builder had breached sections 2.1 and 5.1 of the Code.

In relation to the after-sales service, the adjudicator found that the Home Buyer did not receive appropriate responses when he attempted to contact the Home Builder, and that the Home Builder had acknowledged failings in this respect. The adjudicator therefore found that the Home Builder had breached Section 4.1 of the Code.

### **Decision**

The claim succeeded and the Home Builder was directed to relocate the fence to align with the correct property boundary and pay the Home Buyer £500.00 for the inconvenience.

### **Complaint**

The Home Buyer says that the Home Builder has breached Code Section 4.1, because it has not rectified an issue with scratches on the LVT flooring at the Property, paint stains on carpets in the Property, and a fault with the tint to two window panes.

The Home Buyer has requested that the Home Builder should replace the LVT flooring and address any associated works required while replacing the floor; and either arrange for the carpet to be cleaned professionally or pay her compensation for a professional clean.

### **Defence**

The Home Builder says that the Home Buyer has not provided any evidence to show that the flooring was defective when it was installed, or evidence of when the alleged damage to the flooring occurred, or evidence of how the damage occurred or that the damage arose from works that it carried out. The photographs that the Home Buyer has provided are not dated.

The Home Builder previously offered the Home Buyer £500.00 in relation to the carpet, which she accepted.

### **Findings**

The adjudicator was not persuaded that the Home Builder's after-sales service was inaccessible. The adjudicator was satisfied that the Home Buyer was able to access the Home Builder's after-sales service, having reported the issues after the sale of the Property which the Home Builder acknowledged, addressed and corresponded with the Home Buyer about. Further, the adjudicator found no indication of a failing in respect of the provision of contact and guarantees/warranties information, and therefore no breach of Code Section 4.1.

In relation to complaint handling, the adjudicator explained that the fact that a Home Builder may not have carried out the steps that a Home Buyer asks for does not automatically lead to a conclusion that the Home Builder breached Code Section 5.1. Instead, a Home Builder can be found to have resolved a complaint under Code Section 5.1 if they 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.

Here, the adjudicator found that the Home Builder had not fully investigated the issues in the Home Buyer's complaint about the flooring. Although investigations carried out by the NHBC concluded that the Home Builder did not need to carry out further action, the adjudicator considered this was not the end of the matter and that it would have been reasonable for the Home Builder to either have fully explained to the Home Buyer why it did not consider it necessary to contact the warranty provider or it could have contacted the warranty provider so that the matter could be looked into further. In not doing so, the adjudicator found that the Home Builder breached Code Section 5.1.

With regard to the complaints made by the Home Buyer on all other matters, the adjudicator was satisfied that the Home Builder had dealt with them appropriately.

**Decision**

The claim succeeded and the Home Builder was directed to:

1. investigate the Home Buyer's complaint about the LVT flooring, including making reasonable endeavours to arrange for the flooring manufacturer/the provider of the flooring warranty to investigate the issue (the Home Builder shall bear the manufacturer's charge for attending the Property to investigate the issue);
2. provide the Home Buyer a written response setting out the findings of these investigations; and
3. provide the Home Buyer its written proposals regarding any remedial action that it proposes to carry out in relation to the issue.

### **Complaint**

The Home Buyer says that the Home Builder is in breach of section 4.2 of the Code, relating to 'health and safety for Home Buyers on developments under construction.' The reason provided for the breach is that mould resulting from the defective roof, raises health concerns, particularly for vulnerable occupants, which shows a lack of care and failure in the Home Builder's duty to provide a safe and habitable home.

The Home Buyer says that the Home Builder is also in breach of section 5.1 of the Code, relating to 'complaints handling.' This is because the Home Builder has still not resolved the defect even though it was raised in 2020 and this is not a timely, fair or transparent handling of the complaint. The Home Buyer seeks the following remedies: a full and thorough inspection of the defective roof by a qualified professional, followed by the complete replacement of the faulty roofing structure in 2025 to ensure it is watertight and compliant with building regulations; all affected areas within the property to be professionally treated for mould, with any damaged materials (e.g. plasterboard, insulation) replaced.

£15,000.00 for emotional distress, inconvenience, and the negative health impact caused by prolonged exposure to damp and mould conditions and an explanation for the delay in dealing with the roof defect and an apology for the time taken to resolve this issue.

### **Defence**

The Home Builder has stated that it is not in breach of section 4.2 of the Code, as this section relates to the Home Builder telling the Home Buyer about the health and safety precautions they should take when living on a development where building work continues. The Home Builder, as standard practice provides this information at reservation and also at legal completion.

The Home Builder does not accept that it is in breach of section 5.1 of the Code because it has been in regular contact with the Home Buyer who has been aware of and freely accessed the Home Builder's complaint process on numerous occasions. Responses to the Home Buyer's complaints have been provided in accordance with this process and documented on the Home Builder's systems.

### **Findings**

The adjudicator found that section 4.2 of the Code does require the Home Builder to inform the Home Buyer about the health and safety precautions required when living on a development where building work continues and was satisfied that the Home Builder had complied by including health and safety advice on this matter in two different publications. In addition the adjudicator found that the claim made by the Home Buyer did not relate to health and safety on a live construction site but related to mould in their own house, which is not covered by this section of Code. For these two reasons the adjudicator determined that the Home Builder had not breached section 4.2 of the Code.

However, based on the fact that the Home Buyer first complained to the Home Builder about the roof defect in 2020 and it was still not resolved, the adjudicator found that the Home Builder's system for resolving the complaint within an appropriate time had failed and therefore determined that the Home Builder had breached section 5.1 of the Code.

**Decision**

The claim succeeded and the Home Builder was directed to provide the Home Buyer with an explanation for the delay in dealing with the roof defect and pay the Home Buyer £500.00 for the inconvenience caused.



### **Complaint**

The Home Buyer says that the Home Builder provided poor customer service when dealing with a complaint about water ingress into the Home's garage. 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 properly tank the garage wall externally and to ensure that the work does not in any way compromise the NHBC warranty

### **Defence**

The Home Builder says that it has not breached any section of the Code. The Home Builder has offered two possible routes for resolution of the issue of water ingress into the garage. Either, the Home Builder has the garage waterproofed by a specialist contractor, with a 10-year insurance-backed guarantee or the Home Buyer sources their own contractor who will undertake their preferred repair, and the Home Builder contribute towards the cost. Neither option has been accepted by the Home Buyer. Furthermore, it says that it has provided an accessible after-sales service, and it has made appropriate attempts to resolve the Home Buyer's complaint within a reasonable period.

### **Findings**

The adjudicator was satisfied that that upon receipt of the Home Buyer's complaint, the Home Builder acknowledged it and provided timely updates on the progression of the matter. The adjudicator was further satisfied that the action taken aligned with the Home Builder's complaints procedure and which was also available on their website. The adjudicator found that the Home Builder had informed the Home Buyer about the dispute resolution services provided by their warranty body and under the Code.

Whilst the Home Builder had not resolved the water ingress issue in the garage, it had proposed two possible routes for resolving the issue and the adjudicator found that the Home Builder was entitled in good faith and with a reasonable belief to make the suggestions for resolution they had and which were reasonable in light of its investigations and discussion with the NHBC. The adjudicator was satisfied that the Home Builder provided an accessible after-sales service and also dealt with the complaint reasonably.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer states that she has experienced faults with a shower unit that the Home Builder did not fully rectify, and subsequently the unit caught fire and badly damaged the house. The Home Buyer asserts that the Home Builder has attended the house to investigate the problems but has not remedied the issue and thus its failed actions resulted in the fire. The Home Buyer states that the Home Builder has discounted the findings in the report of the fire service that attended the dwelling. The Home Buyer being unhappy with the actions and subsequent position 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 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 to the shower unit and records that it advised her that lack of appropriate maintenance was responsible for the problems. The Home Builder denies that it was responsible for the causes of the fire. The Home Builder has not made a settlement offer to the Home Buyer and declines to provide the requested remedies.

### **Findings**

The adjudicator was satisfied that the Home Buyer was provided with documentation that contained information on contacting the Home Builder's customer service; the emergency procedures and out of hours service, and Health and Safety information. The adjudicator considered that the Home Buyer made numerous contacts with the Home Builder and thus was aware of whom to contact to report a fault or complaint.

In relation to the handling of the Home Buyer's complaints, the adjudicator was satisfied that the Home Builder responded to the Home Buyer's communications within a reasonable time period and took steps to rectify the issues brought to its attention. The adjudicator was not persuaded that the Home Builder attempted to deny responsibility for the issues reported to it.

The adjudicator was further satisfied that satisfied that the Home Builder made the Home Buyer aware of the applicable dispute resolution arrangements as set down in its documentation and that it advised that the arrangements are also included on its website.

### **Decision**

The claim did not succeed.

### **Complaint**

The Buyer says that the Builder misled them as it provided a brochure showing incorrect dimensions in respect of the Bedroom 1 of the Property and the Builder did not provide a suitably constructed garden as it was constructed with varying gradients resulting in rainwater running towards the Property. Consequently, the Buyer says that the Builder breached the Code. Furthermore, once this issue was raised the Builder provided poor customer service.

The Buyer has requested the Builder pay £3,869.90 for the reduction in size of the Property, undertake works to level the garden or alternately pay £7,000.00 so that the Buyer can undertake these works themselves.

### **Defence**

The Builder says it has not breached the Code. At the reservation meeting the Buyers were provided with revised information in respect of the overall size of Bedroom 1. There has not been a material change to the size of Bedroom 1 and the functionality of the room has not changed. As for the garden, at no point during the purchasing process were the Buyers advised that the rear garden of the Property would be flat. The Engineering Plan shown at the time of reservation showed that the garden will feature various slopes and no retaining wall would be constructed in the rear garden of the Property as the garden would follow the natural contours of the Development. Furthermore, it says that it has provided an accessible after-sales service, and it has made appropriate attempts to resolve the Buyer's complaint within a reasonable period.

### **Findings**

The adjudicator noted that while the sales and marketing material sets a high standard for the Home Builder, the original brochure shown to the Home Buyer included a layout of the Property and a disclaimer stating that the floor plans and dimensions are only for guidance, with a tolerance of plus or minus 50mm. The adjudicator found that the disclaimer clearly indicated that the brochure was subject to change and was only a guide. The adjudicator was not convinced that the small discrepancy between the brochure and floor plan suggested that the Home Builder's sales and marketing material was misleading or untruthful.

The adjudicator found that the Home Buyer was aware of the change in size at the time of reservation and in any event, considered that there was no material change to the size of Bedroom 1, and that its functionality remained fundamentally unchanged. Accordingly, the adjudicator found that the Home Builder had not misled the Home Buyer and had not breached Section 1.5.3 of the Code.

In relation to the complaints about the gradient of the garden, the adjudicator found that at no point was it stated that the garden was going to be level. The plans put forward by the Home Builder and shown at the time of reservation to the Home Buyer show that the garden would feature various slopes and would follow the natural contours of the development, and therefore the Home Buyer was not misled in this regard.

Furthermore, once the issue was raised by the Home Buyer, the adjudicator was satisfied that the Home Builder investigated the complaint albeit concluded that the finished ground levels were correct, aligning with the project specifications and tolerances.

The adjudicator was not persuaded that the Home Builder's refusal to undertake any garden work was unreasonable.

**Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer states that he was misled by the Home Builder prior to purchasing the property in regard to the amount and location of social housing units within the development. The Home Buyer asserts that the Home Builder led him to believe that no further social housing would be erected but within six months of taking residence it sold the adjacent plot to the Local Authority to use for social housing purposes. The Home Buyer states that he now feels obliged to sell the property and will make a financial loss when doing so. The Home Buyer has requested that the Home Builder pay compensation in the sum of £15,000.00; takes some practical action and issues an apology.

### **Defence**

The Home Builder says that it provided a “Legal Handbook” to the Home Buyer prior to his purchasing the property and this set down clearly that other plots in the development may be sold to registered providers. The Home Builder asserts that it sold the plot adjacent to the Home Buyer’s to the Local Authority and understands that it is to be an addition to its housing stock and is not subject to social housing procedures. The Home Builder refutes that it misled the Home Buyer. The Home Builder has not made a settlement offer to the Home Buyer and declines to provide the requested remedies.

### **Findings**

The adjudicator considered the document entitled “Legal Handbook” and which contained a section stating that *“Buyers should be made aware that whilst planning requires allocation of a minimum number of affordable housing units, additional units may still be sold to registered providers as the development progresses. Buyers should discuss any queries with the Seller’s sale representatives”*. The adjudicator was satisfied that Home Buyer’s legal representative received from the Home Builder’s legal representatives copies of the “Legal Handbook” and as such was satisfied that the Home Buyer was made aware, prior to completing the purchase of the property, that additional plots may be sold to registered providers. As such the adjudicator was not satisfied that any sales or marketing material made available to the Home Buyer prior to purchase was not clear or truthful.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder has failed to adhere to the plans presented to them, there was a failure to provide certain plans, they have failed to address snagging issues in a timely manner, and they have handled complaints poorly.

The Home Buyer has requested compensation in the total sum of £15,000.00 and for the Home Builder to carry out works to ensure that the Home is constructed as it was sold to the Home Buyer.

### **Defence**

The Home Builder disagrees that it has breached any sections of the Code.

The Home Builder has offered to carry out the remedial works it has previously offered to complete.

### **Findings**

The adjudicator considered that whilst the Home Buyer had argued that, in general, inadequate pre-purchase information was provided, and the drawings/plans that were presented to them were not adhered to in any event, the Home Buyer had confirmed that they had received elevation drawings relating to the main elevations, the windows, the external doors, the development layout, the external house type elevation drawing, and so on. Further, that they had received a number of floor plans relating to the interior of the Home, and the general landscape of the development, and the surrounding plots and their boundaries as well as being presented with information relating to garden gradients, which explained that gradients could be subject to change depending on the ground conditions at the time of construction.

The adjudicator was satisfied that the Home Builder explained that the gradients of the garden could vary given the ground conditions at the time in which the turf was laid, and the Home Builder had explained why the shared driveway needed to be amended and provided the Home Buyer with detailed reasoning as to the dimensions of the driveway, and why this area needed to be taken from their front garden area. Overall therefore, the adjudicator found no breach of Section 2.1 of the Code.

In relation to the after-sales service and complaint handling, the adjudicator was mindful that the Home Buyer had been able to use the after-sale service provided by the Home Builder, and they had also been able to raise complaints, have these complaints considered, and responses had been issued. The adjudicator emphasised that the Home Builder was not obligated to resolve defects and/or snagging issues to the Home Buyer's satisfaction in order to comply with these sections of the Code, but that they are obligated to investigate into, and respond, to complaints raised in an effective and timely manner.

The adjudicator was satisfied that that after completion, the Home Builder had attended the Home to carry out a post-completion inspection, works were proposed, and works were carried out and when the Home Buyer reported their ongoing dissatisfaction with the works that were carried out, or the lack thereof, the Home Builder attended a further time and investigations were carried out.

However, the adjudicator also found that that investigations could have taken place in a far more timelier manner, and that there were several occasions where the Home Buyer had to chase a response; including for further investigations that were still required over a year after concerns were first reported. As a result, the adjudicator found breaches of sections 4.1 and 5.1 of the Code.

**Decision**

The claim succeeds. The Home Builder was directed to confirm the final list of snagging works the Home Builder is agreeable to complete and provide the Home Buyer with reasonable estimations as to when these works will be completed; if the Home Buyer agrees for them to proceed and to pay £500 for the inconvenience caused.

### **Complaint**

The Home Buyers say that the Home Builder is in breach of sections 1.3, 1.4, 2.1, 3.1, 3.3, 4.1 and 5.1 of the Consumer Code for Home Builders in connection of its placement of a light switch otherwise than as shown on the plans which they saw at the reservation meeting and its complaints handling on this issue. The Home Buyers have requested an apology, an explanation, practical action and compensation of £11,000.00.

### **Defence**

The Home Builder says that it is not liable for this claim. It says that the position of the light switch had to be moved during construction because there was a metal stud wall behind the location shown on the drawing. The Home Builder agrees that it did not tell the Home Buyer of this change, and it has apologised.

### **Findings**

In relation to the moving of the light switch, the adjudicator found that the change in position of the light switch was done deliberately during the build process due to the presence of a metal stud wall, which would have been unsuitable for a light switch. Although the Home Buyers criticises this reasoning, the adjudicator was not persuaded that the Home Builder's reasoning was incorrect. The adjudicator considered whether the Home Builder was entitled, under the Code, to make that change under section 3.1 of the Code.

Further the adjudicator was not satisfied that the Home Builder's changing approach to the Home Buyers' complaint indicated that there was a failure in the Home Builder's internal systems for tracking issues and found that the evidence did not support a conclusion that there was a breach of section 1.3 of the Code.

While the Home Buyer argued the staff had received inadequate training on the Code, the adjudicator found no evidence to support that the reason given to the Home Buyers was not genuinely held by the Home Builder, nor was there evidence that the Home Builder's reasoning was incorrect. The adjudicator found that the inference that the Home Builder had not trained its staff in the Code could not reasonably be drawn from the changes in the Home Builder's position at a complaint handling stage (which they considered further). The adjudicator concluded that any inconsistency in an individual case cannot proportionately be escalated to show a systemic failure as alleged by the Home Buyers.

In relation to section 2.1 of the Code, the adjudicator section was mindful that the obligations of this section arise at a pre-contract stage, and are general in nature only and only apply to aspects of the Home that would be likely to affect a purchasing decision. The adjudicator was satisfied that the location of a single light switch did not come into that category, and the Home Builder was not under an obligation to state precisely where the light switches were located.

However, the adjudicator found that once detailed drawings had been shown to a Home Buyer, a Home Builder had made a promise under the Code and given an impression about the perceived ease of use of the Home. A change from that position therefore becomes more significant, because departure from the information previously given would have become misleading and why the adjudicator considered section 3.1 of the Code in relation to



the notification of change. In conclusion, the adjudicator did not find that the Home Builder was in breach of section 2.1 of the Code because it gave the Home Buyer more information at the reservation stage than was necessary.

While the Home Buyers argued that they had been deprived of their contractual right of termination because they were not told of the relocation of the light switch, the adjudicator did not agree and was mindful that a major change as defined by the Code is that which "significantly and substantially" alters the size, appearance or value of the Home. The adjudicator found that a change in the location of a light switch in one room did not significantly and substantially alter the size, appearance or value of the Home and that it was a minor change only.

The adjudicator found that the Home Buyer should have been informed of a minor change under both the contract and the Code and given that this did not happen, found that there was a breach of section 3.1 of the Code. However, the Home Builder did not need to give the Home Buyer the right to cancel the contract and the Home Buyer's agreement to minor changes was not required and as such, the adjudicator did not find that the Contract of Sale was unfair or in breach of the Code.

The adjudicator was mindful, however, that the purpose of notification of minor changes is to enable a home buyer to try to persuade a home builder to take a different course of action, whether it decides to do so or not. The adjudicator accepted that this opportunity was not given, and this, in part, precipitated a dispute that has caused inconvenience to the Home Buyers (as well as to the Home Builder).

In relation to the complaint handling, the adjudicator found a minor breach of section 5.1 of the Code given the indecisions by the Home Builder, albeit over a short period of time, as to whether the light switch was to be moved or not.

### **Decision**

The claim succeeded and the Home Buyer awarded £400 for inconvenience caused.

### **Complaint**

The Home Buyer says that the Home Builder has not, despite repeated complaints, dealt with the Home Buyer's complaints regarding snags and defects within an appropriate time as required by the Code.

The Home Buyer has requested £15,000.00 in compensation for disruption, distress and inconvenience, formally acknowledge a failure to comply with the Code, and improve customer service processes.

### **Defence**

The Home Builder says that although there was a substantial volume of correspondence over a long period of time, this was because of the number of issues, the timing of when the issues were raised, and the Home Buyer's tendency to deal with each issue in a separate line of correspondence. The Home Builder states that it dealt with the issues in accordance with the Code, and all issues are now closed.

The Home Builder has offered a £200.00 in shopping vouchers in compensation, which has been declined by the Home Buyer.

### **Findings**

The adjudicator considered the evidence provided by the Home Buyer listing out the subjects (of which there are around 60) and the distribution of the emails between the subjects (approaching 300 emails) and found that the volume of emails was driven by the number of issues; and the fact that the Home Buyer, to a degree, sometimes dealt with issues in a separate email chain, or individually and with some issues requiring more emails to resolve than others.

The adjudicator did not regard the volume of emails in itself to be evidence of a lack of efficiency on the part of the Home Builder in dealing with the issues which the Home Buyer raised because the issues arose piecemeal, and were often dealt with on a separate basis in email correspondence. For the same reason, the adjudicator did not regard the overall period (over two years) as evidence in itself of a lack of action on the part of the Home Builder.

However, the adjudicator identified a lack of efficiency in dealing with the Home Buyer's complaints within an appropriate time as Section 5.1 of the Code requires. This required the Home Buyer to repeatedly chase for an update or action from the Home Builder.

### **Decision**

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

### **Complaint**

The Home Buyer says that the brickwork does not meet building regulations, and the remedial work has not been carried out to a sufficient standard.

The Home Buyer has requested the Home Builder resolve the brickwork problems to a sufficient standard and provide £15,000.00 compensation.

### **Defence**

The Home Builder says that the Home Buyer's concerns do not amount to a breach of section 2.1 of the Code, it has an accessible after-sales service, and it has carried out remedial work. The Home Builder has made no offer of settlement.

### **Findings**

While the Home Buyer complained that the Home Builder had breached Section 2.1 of the Code as they believed the brickwork did not comply with UK building requirements, the adjudicator noted that Section 2.1 requires home builders to provide information at the pre-contract stage and that there is no requirement that the work should comply with the information provided at that stage. The adjudicator found no evidence to support a claim that the Home Builder did not provide the requisite information at the pre-contract stage such as details of documents and plans shown to the Home Buyer at that time.

The adjudicator was satisfied that when the Home Buyer raised concerns about the brickwork, the Home Builder made reasonable investigations into the Home Buyer's complaint, and it arranged for remedial work to be carried out. The adjudicator acknowledged the Home Buyer's frustration, as he felt that the remedial work had not been carried out to a sufficient standard, however there was no evidence to support the Home Buyer's position, such as an updated expert's report post the remedial work being undertaken. The adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout his dispute and when it provided its final position on the matter, it had acted reasonably.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder breached section 2.1 of the Code, because it did not tell him that louvres would be fitted in the Home. The Home Buyer has requested £15,000.00 compensation.

### **Defence**

The Home Builder says that louvres are visible in the sales brochure, and they were detailed in the planning documents. The Home Buyer has not provided any evidence that the louvres negatively affect the acoustic and energy efficiency of the Home, or evidence to support his claim for £15,000.00. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator was satisfied that the Home Buyer was provided, at the pre-sales stage, with access to the details of the full planning information for the development and which included details of the ventilation system. However, given that the adjudicator found that the Home Builder's sales and advertising material stated that the Home would be quiet and warm, they then considered whether this was misleading, and did not enable the Home Buyer to make suitably informed purchasing decisions.

Without an expert's opinion on whether the noise and warmth of the Home was unreasonably affected by the ventilation system, or whether the conditions comply with industry standards for new build properties, the adjudicator was not persuaded that the information provided at the pre-sales stage did not enable the Home Buyer to make suitably informed purchasing decisions. As such, they found no breaches of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyers say that the Home Builder said that all the properties would be owner occupied, and the land opposite the sales office would be green. The Home Buyers also say that the Home Builder has not enforced parking restrictions, and it has not responded to the escalation of their complaint. The Home Buyers have requested £15,000.00 compensation.

### **Defence**

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

### **Findings**

The adjudicator found that the Home Builder's sales and advertising material was truthful at the time that it was created, and it made clear that the information contained within it might vary. Therefore, although the Home Builder subsequently made other plans for the remaining plots on the estate, this did not affect the truth and clarity of its sales and advertising material and the adjudicator found that the Home Builder had complied with the requirements of section 1.5 of the Code. Turning to the Home Buyers' claim that the development plan showed areas where there would be residential development by "others", the adjudicator was satisfied that "others" can include other companies and trading entities that are part of the same corporate group. The adjudicator found there was insufficient evidence to show that the sales and advertising material was not clear and truthful or that there were any shortfalls with the pre-purchase information provided by the Home Builder.

The adjudicator acknowledged that the Home Builder's planning application included details of a community building next to the children's play area, but found that this information was not included in its sales and marketing material, and the plan attached to the draft contract of sale referred to this area as a "local area of play", and there was no mention of a community/commercial building. As a result, the adjudicator found that the marketing material was not clear and truthful, and the Home Builder did not comply with the requirements of section 1.5 of the Code.

The adjudicator further found that the pre-purchase information did not allow the Home Buyers to make suitably informed purchasing decisions, which was a breach of section 2.1 of the Code and that the Home Builder did not provide clear and fair contract terms, which was a breach of section 3.1 of the Code.

In relation to complaint handling, the adjudicator was satisfied that the Home Builder had systems and procedures for receiving, handling and resolving home buyer's complaints, as it was clear that there had been ongoing discussions between the parties. However, the adjudicator found that the Home Builder did not respond when the Home Buyers escalated their complaint, as per their own complaints procedure and therefore breached section 5.1 of the Code.

### **Decision**

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

### **Complaint**

The Home Buyer says that the Home Builder supplied the Home Builder with misleading information concerning the energy rating of the Home; that the Home Builder deployed high-pressure sales tactics during the sales process, and that the Home Builder breached data protection laws in relation to the Home Buyer's personal information. The Home Buyer has requested that the Home Builder pay £15,000.00 for the costs of raising the Home's energy rating.

### **Defence**

The Home Builder says that the energy rating it supplied to the Home Buyer was clearly provisional; that there is no evidence that the Home Builder used any high-pressure sales tactics, and that the Home Builder followed all its internal procedures in its handling of the Home Buyer's personal information. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator concluded that a Predicted Energy Assessment (PEA) is by necessity issued before the Home has received its final Energy Performance Certificate (EPC) rating and are a legal requirement when selling an unbuilt property. Their purpose is to let potential buyers know that the property will meet the current energy efficiency standards and are a predicted energy rating and will not necessarily be the one finally contained in an EPC. The adjudicator found the PEA rating to be inherently provisional and as such, there had been no misrepresentation by the Home Builder.

The adjudicator found no evidence to support the Home Buyer's allegation regarding undue sales pressure, or to contradict the Home Builder's explanation regarding the more expensive properties being offered in the future on a separate development and under separate branding.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder has not completed work on the access road and it has not communicated with him directly. The Home Buyer has requested the Home Builder complete the work on the access road.

### **Defence**

The Home Builder says that it is waiting for the contractor to complete the work, and it has responded to the Home Buyer several times. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator was satisfied that the Home Builder complied with section 3.2(e) of the Code by explaining which roads would and would not be finished at the time of legal completion and that a timescale was included in the transfer document. The adjudicator acknowledged the Home Buyer's frustration that the Home Builder had not complied with the timescales but found this complaint related to alleged defective work, which was not within the scope of the Scheme.

While the adjudicator was satisfied that the Home Builder had systems and procedures for receiving, handling and resolving complaints, they nevertheless found that the Home Builder had not provided accurate information about the likely timescale for the road work to be completed and as such, breached section 5.1 of the Code.

### **Decision**

The claim succeeded but the adjudicator was unable to award the remedy sought by the Home Buyer which was for the Home Builder to complete the work to the access road and as such, awarded no remedy.

### **Complaint**

The Home Buyers say that the Home Builder breached section 2.1 of the Code because they were told that the back boundary would be a wall, but it is part wall with fencing on top. They also say that the workmanship is poor. The Home Buyers have requested the Home Builder reinstate the wall and provide unspecified compensation.

### **Defence**

The Home Builder says that the boundary finish is installed correctly. However, it acknowledges that the low-level wall is not finished and the fence is in the wrong place. The Home Builder has offered to finish the low-level wall and refit the fence.

### **Findings**

The adjudicator considered a copy of a plan provided by the Home Buyers which they alleged showed that the back boundary of the Home would be a wall and which was marked in red. However, the adjudicator noted there was nothing in the key or “legend” relating to building materials for the boundaries and explained that it is standard practice to mark a property boundary in red on a building plan which only indicates the position of the boundaries and does not indicate the building materials used for those boundaries.

The adjudicator found insufficient evidence to show that the Home Buyers were shown a plan at the reservation stage which showed that the back boundary would be a wall. However, the adjudicator did consider whether the Home Builder assessed and responded to the Home Buyers’ issues appropriately.

The adjudicator acknowledged that initially, the Home Builder did not respond to the Home Buyers’ concerns and they had to chase it. However subsequently, the adjudicator was satisfied that the Home Builder made reasonable investigations into the Home Buyers’ complaint and it responded in a timely manner. When the Home Buyers raised concerns about the workmanship of the boundary, the Home Builder acknowledged defects and proposed remedial work. Regarding the Home Buyers’ concerns about the material used for the boundary, the Home Builder provided its final position. The adjudicator noted that while the position was not what the Home Buyers were hoping for, they were unable to determine the Home Builder’s position was not reasonable.

### **Decision**

The claim did not succeed.



### **Complaint**

The Home Buyers say that the Home Builder has changed its plan without informing the Home Buyers and has tarmacked the roadway outside the Home instead of laying blockwork. They complain of breaches of sections 2.1 and 5.1 of the Code.

The Home Buyer has requested that the roadway be laid with blockwork outside the Home.

### **Defence**

The Home Builder says that it is not liable for this claim. It agrees that a change was made to the proposals for constructing the roadway after reservation and agrees that the Home Buyers were not informed.

The Home Builder says that it had to make this change so that the highways authority could adopt the road.

### **Findings**

The adjudicator found no evidence that there was generally a difference in value between houses that are fronted by tarmac and those fronted by blockwork and further, that it was improbable that the change in road surface would have resulted in any change in value and that, while the change may affect the appearance of the estate road, it did not affect the appearance of the Home at all.

The adjudicator noted that in order to look at the depth of information required by section 2.1 of the Code to be given to a Home Buyer, in the context of a change of circumstances, the Code as a whole has to be considered, including Section 3.1 of the Code relating to the fairness of contract terms, because this requires the terms of the contract to provide for notification of changes. The adjudicator noted that even after the exchange of contracts, notification of changes that make no difference to the size, appearance or value of the Home do not need to be notified, and a Home Buyer cannot withdraw from a contract if a minor change is introduced.

The adjudicator concluded that the Home Builder was entitled to make the change it did and that it was highly arguable that that this was a change that did not require notification to the Home Buyers under section 3.1, but on balance, I found that it did require notification under section 2.1, as the Home Builder acknowledged. The adjudicator therefore found a minor breach of section 2.1 of the Code. However, the adjudicator felt that it would not be proportionate or justifiable to direct a change in the proposals for the roadway because the Home Builder was entitled to make that change.

The adjudicator also found breached of sections 4.1 and 5.1 as there was no evidence of the Home Builder having a system or procedures that enabled the Home Buyers' complaint to be addressed within a reasonable time, or for them to know where they were in the process. The adjudicator found that it was more likely than not that the Home Buyers received a response to their complaint as a consequence of their persistence.

The adjudicator also accepted the Home Buyers' claim that they were not informed about the Code, given there was no mention of it in the Home Builders correspondence. The adjudicator considered this to be a serious omission and contrary to the requirements also of sections 1.1 to 1.3 of the Code.

**Decision**

The claim succeeded and the adjudicator awarded £230 for the inconvenience caused.

### **Complaint**

The Home Buyer states that he was misled by the Home Builder prior to purchasing the property in regard to the installation of cavity wall insulation. The Home Buyer says he identified when he took possession that the property suffered excessive heat loss that was not remedied by the Home Builder upgrading loft insulation, and after some seventeen months it was understood that cavity wall insulation, supposedly installed pre-purchase, was not actually present. The Home Buyer believes he was mis-sold the dwelling and the Home Builder acted fraudulently.

The Home Buyer has requested that the Home Builder pay compensation in the sum of £15,000.00 and issue an apology.

### **Defence**

The Home Builder denies being in breach of any Sections of the Code and says that it understood from its sub-contractor that cavity wall insulation had been installed and provided a certificate to show this, and it sold the property to the Home Buyer in good faith. The Home Builder asserts that it immediately had cavity wall insulation installed, and made a settlement offer to the Home Buyer to cover the cost of heating bills since the time of purchase. The Home Builder refutes that it misled the Home Buyer.

The Home Builder declines to provide the requested remedies.

### **Findings**

The adjudicator considered documentation stating insulation had been installed in walls and a “Certificate of Completion” issued by a cavity wall insulation installation company. Based on these, the adjudicator was satisfied that the Home Buyer proceeded in good faith to purchase the dwelling. While the Home Builder stated that the certificate was issued by a third-party and as such it could not have reasonably known that the insulation had not been installed, nevertheless the adjudicator found that the responsibility for providing the Home Buyer with such pre-purchase information at all times, rested with the Home Builder. Further, that there was no legal relationship between the third-party and the Home Buyer. By not having cavity wall insulation installed, the adjudicator found the Home Builder was in breach of Section 2.1 of the Code.

The adjudicator was however 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. The Home Buyer made numerous contacts to the Home Builder about heat loss issues and further, was made aware of the dispute resolution service available to them.

In relation to complaint handling, the adjudicator was further satisfied that the Home Builder’s replies to the Home Buyer’s enquiries were provided in a timely manner, and that it attended the property in respect of the loft insulation and arranged for the installation of cavity wall insulation once it became aware that this was outstanding at the dwelling. Further, that the Home Builder attended to the faults that were brought to its attention within the twenty-four month defects liability period.

**Decision**

The claim succeeded and the Home Builder directed to refund heating costs for the period between the Home Buyer taking possession and the installation of the cavity wall insulation assessed at £1,850 and to pay £500 for the inconvenience caused.

### **Complaint**

The Home Buyers say that the Home Builder has not provided a substantive response to the complaint about snagging issues and it has not rectified the issues. The Home Buyers have requested that the Home Builder should pay them £15,000.00 in compensation.

### **Defence**

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

### **Findings**

The adjudicator firstly noted that, having been provided with sufficient opportunity to respond to the claim, the Home Builder failed to do so and so they proceeded with the decision on the basis of the available information.

The adjudicator found that the Home Builder had breached Code Sections 5.1 and 5.2 because, having been given reasonable notice of the complaint, it had not shown that it engaged with the Home Buyers' professional advisers (who were representing the Home Buyers in the complaint). It had also not shown that it had a system for responding to the complaint and progressing the complaint to resolution. In particular, the adjudicator found no evidence of a response from the Home Builder setting out its position on whether or not it disputed liability to rectify the reported snags or providing the Home Buyer with a proposed programme to address snagging issues.

The adjudicator also found that the breaches of Code Section 5.1 and 5.2 also amounted to a breach of Code Section 1.1, because the Home Builder had not complied with the requirements of the Code.

### **Decision**

The Home Builder was directed to:

1. Investigate the Home Buyers' complaint about outstanding snagging items at the Property by reference to the Home Buyers' snagging report;
2. Provide the Home Buyers a written response setting out the findings of its investigations;
3. Provide the Home Buyers its written proposals regarding any remedial action that it proposes to carry out in relation to each of the outstanding issue and
4. Pay the Home Buyers £625.20 in reimbursement of professional services fees incurred in pursuing the claim to the Service (given they were acting under a deputyship order).

### **Complaint**

The Home Buyer says that the company provided them with misleading information regarding the existence of social housing on the development. The Home Buyer has requested compensation in the sum of £15,000.00.

### **Defence**

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

### **Findings**

The adjudicator considered the Home Buyer's complaint that had they been correctly informed of the presence of social housing on the development, they would not have proceeded with the purchase of the Home whilst the Home Builder has said no Affordable Housing was constructed on the development, nor was the Home Builder required to allocate any of the plots as Affordable Housing as part of the planning permission obtained.

The adjudicator found that when the Home Buyer was querying the presence of 'social housing' on the development, it would have been reasonable for the Home Builder to believe that the Home Buyer was referring to Affordable Housing, as this is a common query raised when new homes are purchased within a newly constructed development; it is a regular occurrence that, as part of planning permissions, Home Builders are required to construct a certain number of Affordable Housing units.

The adjudicator concluded that the Home Builder had correctly advised the Home Buyer on this point during the course of their discussions; Affordable Housing units were not constructed on the development and the contention arises from the local authority purchasing a number of the plots remaining and is intending to, or has, provided housing for those in need.

The adjudicator found that the provision of this social housing had come about through the private purchase of land by the local authority and that the Home Builder did not sell these plots as 'social housing', nor did it construct any properties on the development that would be regarded as 'Affordable Housing'. While the eventual usage of these plots is similar, the adjudicator found the Home Builder could not impose restrictions of the usages of these homes following a private sale, nor was there evidence to show that the Home Builder knew the council's intentions when these plots were purchased. The adjudicator found the Home Buyer was not directly misled on this point and the Home Builder had not breached the Code.

The adjudicator was further satisfied that the Home Buyer's complaints had been responded to in depth by the Home Builder and that there were no breaches of the Code in this regard.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder did not completely fix the quality issues with the Home's bathtub and wash basins, and in doing so, the Home Builder breached the Code. 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 to replace the bathtub (having withdrawn the claim regarding the basins).

### **Defence**

The Home Builder did not submit a defence to this claim (albeit had submitted a defence to a previous claim brought by the Home Buyer).

### **Findings**

In the absence of any submission or evidence from the Home Builder, the adjudicator was minded to accept the Home Buyer's submissions as accurate. However, the adjudicator found that the evidence suggested that the Home Builder had visited the property and considered any damage to the bathroom's fixtures or fittings to be post-completion and was not a valid snagging issue or defect.

The adjudicator was satisfied that the Home Builder responded to the Home Buyer's enquiries regarding the bathtub and wash basins and reached a conclusion in good faith and with reasonable belief and therefore responded appropriately to the Home Buyer. The adjudicator was therefore satisfied that the Home Builder provided an accessible after-sales service.

The adjudicator was further satisfied that the Home Builder dealt with the Home Buyer's complaints in a reasonable and time manner.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder failed to provide sufficient, accurate, information relating to the service charges payable. The Home Buyer has requested compensation in the maximum amount recoverable under the Code of £15,000.00.

### **Defence**

The Home Builder says that it has not failed in its obligations under the Code. No offer of settlement has been made.

### **Findings**

The adjudicator was mindful that the complaint primarily regarded an answer that was provided to a query raised by the Home Buyer's solicitor during the conveyancing process in which they asked for an estimated budget for the 2023 service charges and to which the Home Builder responded with ' £100 per year'. The adjudicator noted that phrasing 'per year' appeared to have been used in error but did not find that amounted to a breach of Section 2.1 of the Code. Instead, they found the Home Builder was responding to a query which solely related to the 2023 service charge, and the 2023 service charge was indeed £100.00.

Further, even with the use of the phrase 'per year', the adjudicator found this should not have been reasonably been relied upon as an indication that the service charge would be £100.00 per year indefinitely given that service charges, by their very nature, are susceptible to significant variance; they are dependent on the level of work required at a building/development, there is a consistent need to build a reserve fund, and so on.

The adjudicator also found that the TP1 form that was provided was expressly clear regarding the nature of the service charge payable, the variability of this charge, and how this charge would be calculated for each year.

The adjudicator further explained that, for the avoidance of any doubt, even if a breach of Section 2.1 had been discovered, the Home Buyer would not be entitled to the specific forms of redress they were seeking. The adjudicator considered the service charges the Home Buyer had requested be paid are not strictly monetary losses, but are charges payable for the maintenance of the development/building and from which the Home Buyer was benefiting from the services in which these funds pay for albeit they may be paying more than they anticipated. Moreover, the adjudicator explained that the Code itself does not allow the Home Buyer to pursue a claim for loss of property value or blight.

### **Decision**

The claim did not succeed.



### **Complaint**

The Home Buyers say that the Home Builder is in breach of many sections of the Code in respect of the condition of the Home at handover, delay in completion, resolution of complaints and several customer service issues. The Home Buyers have requested an apology, explanations, practical action and compensation of £14,626.90.

### **Defence**

The Home Builder says that it is not liable for this claim. It says that it has undertaken the work required by NHBC and paid compensation in full and final settlement of those issues. It denies that it is in further breach of the Code.

### **Findings**

The adjudicator noted that the Home Buyers had raised a very large number of areas of complaint, not all of which fall within the scope of the Code and given the length and nature, the adjudicator set out their findings in a Schedule contained within the decision. For brevity, not all are repeated here and only a summary of key points provided.

While the adjudicator found that the Home Builder did have suitable systems and procedures to ensure it can reliably and accurately meet the commitments on service, procedures and information in the Code, they also found examples of where information was not recorded and not disclosed to the Home Buyers or their insurers and as such, breached section 1.3 of the Code.

The adjudicator found no breaches in relation to sections 1.5 and 2.1 of the Code with regard to several matters raised by the Home Buyer including in relation to the fencing and planting, the external lighting and the driveway.

The adjudicator did however find a breach of section 2.1 of the Code in as much as the Home Builder failed to advise the Home Buyer about the presence of a compound next to the Home after completion given this is a recognisable source of inconvenience and sometimes nuisance, even if not permanent.

The adjudicator did not accept the Home Buyers' assertion that the Home was incomplete at the time of purchase as they felt it unlikely that the Home Buyers' conveyancer would have permitted the purchase of a home that was not certified to be practically completed, although did accept that some of the finishes were not to the standard that the Home Builder would have wished to provide. Neither did the adjudicator accept that two months after the date estimated in the contract of sale amounted to an unreliable and unrealistic estimate as to the completion and handover of the Home.

The adjudicator found breaches of section 5.1 of the Code in relation to how the Home Builder dealt with a number of issues raised by the Home Buyers and where the Home Builder either failed to respond and/or to investigate the concerns. The adjudicator also found a breach of section 5.2 given the Home Builder failed to provide the Home Buyers' insurers with the required detailed information about snagging matters.

**Decision**

The claim succeeded and the Home Buyers were awarded £500 for inconvenience and the Home Builder directed to also provide an apology.

### **Complaint**

The Home Buyer says that she was mis-sold the Home because the height of her garden walls and the colour of the brickwork of the neighbouring garage were not correctly explained. She says that when the Home Builder then increased the height of the garden walls, she was not told. She also says that the Home Builder has not communicated with her since January 2025. The Home Buyer argues that the Home Builder is in breach of sections 2.1, 3.1 and 4.1 of the Code. The Home Buyer has requested an apology, an explanation, practical action and £15,000.00 compensation.

### **Defence**

The Home Builder says that it is not liable for this claim. It agrees that it increased the height of the walls without telling the Home Buyer but said that this was necessary and it was a minor change. It has offered compensation of £4,500.00 towards her landscaping costs as a matter of goodwill only.

### **Findings**

The adjudicator found it likely that the Home Buyer was shown the External Works plan at reservation given the Reservation Agreement gave the plan number and the item contained both pre-printed and individually entered comments. No specific statement was made in the Reservation Agreement about the height of the retaining wall, but the adjudicator was satisfied that it showed the Home's rear garden surrounded for the most part by retaining walls and that, pre contract, the information provided to the Home Buyer about the wall height was correct and there was no breach of section 2.1 of the Code.

The adjudicator was not satisfied however, that the Home Buyer was given complete information about the brick colour of the garage. The adjudicator determined the neighbouring garage formed part of the wall of the garden and was in a different colour from the rest of the wall, while the Home Buyer was told that the brickwork would be pale in colour. The adjudicator found that as the Reservation Agreement referred to brick all round the garden, and specified the colour of the brick, it might reasonably have been understood that this would include the garage. As there was a clear discrepancy between the colour of the retaining wall and the garage, the adjudicator found that the information given to the Home Buyer was misleading as the difference in brick colour should have been made clear at the time of the Reservation and therefore there was a breach of section 2.1 of the Code.

The adjudicator also considered the Contract of Sale and found that, although as written, the terms were fair, as they were implemented, they were not. This is because the Home Builder did not inform the Home Buyer of the change in the height of the retaining walls and having regard to the purposes of the Code overall, the adjudicator found that it requires the Home Builder to carry out the terms and not merely to provide these in writing.

The adjudicator found the increase in the height of the retaining was not a minor change and that it would have had a significant impact on the appearance of the dwelling house because it would mean that it appeared lower in relation to the surrounding land, was more affected by shadow, the benefit of its south-facing garden had been reduced, and this would have had a significant impact on the future enjoyment of the garden. The adjudicator determined

therefore it was therefore a major change and that the Home Buyer should have been given an opportunity to consider whether she intended to proceed with the transaction or withdraw from it. In not doing so, the adjudicator determined section 3.1 of the Code had been breached.

The adjudicator also found a breach of section 5.1 of the Code. They found that the Home Builder failed to send their ground worker as agreed and failed to engage with the Home Buyer for some considerable time and therefore not resolving the complaint.

### **Decision**

The claim succeeded. The Home Buyer was awarded compensation to pay for landscaping that helps to conceal the impact of the change which amounted to £7,720 and £500.00 for inconvenience caused.

### **Complaint**

The Home Buyer says that the Home Builder has provided a poor level of after-sale service, they have failed to address the complaints raised appropriately, and there remain numerous defects that need to be resolved. The Home Buyer has requested for all required works remaining to be carried out, and compensation in the sum of £50,000.00.

### **Defence**

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

### **Findings**

The adjudicator found that, in the main, the Home Builder had responded to the Home Buyer's concerns appropriately, in a timely manner, and that there was a genuine attempt to address snagging items and defects in a timely manner.

The adjudicator was satisfied that the Home Builder had communicated with the Home Buyer on a regular basis throughout this period of time, it had communicated its position with regard to the Home Buyer's concerns regarding the snagging items reported, it had explained why it disagreed that it should be obligated to repair/attend to these items, and it had signposted the Home Buyer to the NHBC where necessary.

Further, the Home Builder attended the Home on a number of occasions to discuss these issues further, it explained why certain works would not be completed, and where it deemed that defects were present, works had been carried out.

However, the adjudicator found that some matters remained outstanding and determined that, following the attendance of the NHBC, the Home Builder should have compiled a schedule of works it was required to carry out, provided the Home Buyer with reasonable estimations as to when these would be completed and issued its full and final response to the complaints that had been raised.

The adjudicator considered that, as the party responsible for implementing a formal system and procedures for the escalation of formal complaints, the Home Builder should have sought to draw some finality to the Home Buyer's complaints at an earlier point in time, and signposted them to the appropriate forms of dispute resolution. The adjudicator found breaches of Section 4.1 and 5.1 of the Code albeit in the main, the Home Buyer's snagging concerns, and complaints relating to defects, had been addressed effectively.

### **Decision**

The claim succeeded and the Home Buyer was awarded £250 for inconvenience caused.

### **Complaint**

The Home Buyer says that the Home Builder has not dealt with the Home Buyer's complaints relating to mould in the kitchen of the Home within a reasonable time in accordance with the Code, and this has caused the Home Buyer considerable inconvenience, distress and expense.

The Home Buyer has requested reimbursement of costs and compensation for inconvenience and distress; that the Home Builder improve its after-sales service and communication and commit to prevent future harm to Home Buyers.

### **Defence**

The Home Builder says that while it acknowledges the issue with the kitchen, and also that it did not remedy this issue within the time alleged by the Home Buyer, the Home Builder disputes the amount of the Home Buyer's claim.

The Home Builder has offered the sum of £3,235.51 in compensation, which has been rejected by the Home Buyer.

### **Findings**

The adjudicator noted that there was no dispute regarding the fundamental facts of the Home Buyer's claim in as much as there was an issue with dampness and mould in the kitchen which was not resolved for approximately seven months and even then, the Home Buyer was still waiting for confirmation that the moisture levels were within required tolerances.

The adjudicator found this to be a breach of Section 5.2 of the Code (fifth edition) and which caused the Home Buyer substantial inconvenience and distress.

### **Decision**

The claim succeeded and the Home Builder was directed to pay the Home Buyer £2,535.51 for a kitchen replacement; pay £100.00 for de-humidifier running costs and pay £1,500.00 for the inconvenience and distress caused.

### **Complaint**

The Buyer says that the Builder did not provide honest, fair, reliable and complete information at the time of reservation. The information shown was different to what the actual completed plot turned out to be regarding the length of the driveway, slope of the garden and no window in the first-floor bathroom. Furthermore, the Builder advised that the estate was private and no more than four houses would be sold for social housing. Therefore, the Buyer says that the Builder has breached the Consumer Code.

The Buyer has requested that the Builder apologise; level the garden and pay £50,000.00 for being unable to lengthen the driveway, install a new window in the first-floor bathroom and for the inconvenience and distress.

### **Defence**

The Builder says that it has not breached any section of the Code. The Builder says it has a robust sales process that ensures Buyers see the working drawings for the plot they are purchasing and that they are, where possible, accompanied to the plot. The drawings and the plot visit are referenced on the reservation checklist, which has been signed by the Buyer following the drawing review meeting. Furthermore, it says that it has provided an accessible after-sales service, and it has made appropriate attempts to resolve the Buyer's complaint within a reasonable period.

### **Findings**

The adjudicator found no indication that the Builder misled the Buyer about the number of houses sold for social housing, the length of the driveway, the window in the first-floor bathroom, or the garden's gradient. While the length of the driveway differs between the plots, the adjudicator was satisfied that a dimensioned plot works drawing was shown to the Buyer at the reservation checklist meeting and which was then signed by the Buyer. The same plot works drawing also included details on the garden embankment and slope.

The adjudicator also found that at the same meeting, the Buyer was provided with general arrangement plans, together with other documentation which showed that the plot would not feature a first-floor bathroom window because it was the right-hand side of a pair of semis.

The adjudicator was satisfied that at no point was the Buyer advised that the garden was going to be level and instead, the time of reservation, the Buyer was shown plans that the garden would feature various slopes and therefore was not misled in this regard. While as a gesture of goodwill the Builder offered some materials free of charge so that the Buyer could make enhancements to their garden, this was declined.

Furthermore, the adjudicator was satisfied that at the time of reservation, the Buyer had been correctly informed that four properties had been sold to a Registered Social Landlord, which were shown on the site plan exhibited at the reservation checklist meeting and according, found that the Builder had not misled the Buyer and had not breached Clauses 1.5.3 or 2.1.1 of the Code.

While the adjudicator acknowledged the Buyer's comments that they lacked the necessary knowledge to interpret construction drawings without detailed explanations, they were

satisfied that the drawing review meeting attended by the Buyers provided them with the opportunity to view all details about the plot and to ask any questions arising from the information exhibited, before signing the checklist form (which formed part of the reservation agreement) confirming the same. Furthermore, the adjudicator found that the 14-day cooling-off period allows Buyers to address any queries or uncertainties arising and that the Buyer, or their solicitor, sought no such clarifications during sales progression.

**Decision**

The claim did not succeed.



### **Complaint**

The Home Buyer says that the Home Builder did not deal with the Home Buyer's complaints regarding defective windows and a door in an appropriate time, and that this caused him elevated gas bills and inconvenience, for which he claims. The Home Buyer has requested £521.36 for excess gas charges, and £250.00 for inconvenience.

### **Defence**

The Home Builder says that although it acknowledges both the defects in the windows and door, and the time it took the Home Builder to deal with these issues, the Home Buyer is only entitled to the payment of two months of elevated gas bills, not to the 28 months which the Home Buyer claims. The Home Builder has offered £100.00 to the Home Buyer, which the Home Buyer has declined.

### **Findings**

The adjudicator found that there was no real dispute regarding the facts of the case. Snags in the windows and the front door of the Home created a lack of insulation. These issues took a considerable time to resolve and during this period, the Home Buyer was left paying more for his gas heating, as the Home was not insulated as intended. The Code requires all complaints to be dealt with in appropriate time (Section 5.1) and the adjudicator found it was clear in this case that the resolution of the issues did not occur in an appropriate time.

The adjudicator concluded that the Home Buyer was entitled to compensation for additional heating charges incurred but did not agree with the Home Builder's position that this should be restricted to additional gas costs for 1/12th of the time the Home Buyer was in a house with deficient insulation.

### **Decision**

The claim succeeded and the Home Builder directed to pay £448.88 to the Home Buyer for additional heating costs and £250.00 in compensation for inconvenience caused.

### **Complaint**

The Home Buyer says that the company has failed in its obligations under Sections 4.1 and 5.1 of the Code in relation to the resolution of drainage issues. The Home Buyer has requested compensation in the total sum of £15,000.00.

### **Defence**

The Home Builder says that it accepts that there has been an unreasonable delay in resolving this issue, and that a greater level of updates could have been provided. No offer of settlement has been made.

### **Findings**

The adjudicator noted that the Home Builder had accepted that there were drainage issues within the development which was impacting a number of the plots, including the Home Buyer's. The Home Builder had said that the resolution of these drainage issues had been delayed as it was being caused by a run-off of water from third party owned neighbouring land, and that the third party was refusing to allow the installation of drainage on their land to prevent the issues. The adjudicator appreciated that the resolution to the issue may have been frustrated by the involvement of third party owned neighbouring land, and their refusal to allow the Home Builder to carry out works on this land, but found that there had been minimal evidence of this and further, that the Home Builder still, as a minimum, had an ongoing requirement to maintain a dialogue with the Home Buyer regarding the steps that were being taken to address the issue.

The Home Builder accepted that it had taken a significant period of time to reach an agreed form of solution, in principle, to the issues, and that it could have provided more pro-active updates throughout this period of time. The adjudicator found that it was only since the Home Buyer reported the issues to the NHBC, and then to the Code scheme, that the Home Builder attempted to schedule a meeting with the Home Buyer to discuss the solution that had been agreed in principle to this long standing issue. As a consequence, the adjudicator found sections 4.1 and 5.1 of the Code had been breached.

### **Decision**

The claim succeeded and the Home Builder was directed to arrange a meeting with the Home Buyer to discuss the solution that is currently being proposed, unless this is no longer necessary and to pay £500 for the inconvenience caused.

### **Complaint**

The Home Buyers say that: the Home Builder breached section 2.1 of the Code because it did not supply all the required documentation; it breached section 3.1 of the Code because it made changes to the design of the Home and there is a discrepancy with the boundary in the back garden; and it breached section 5.1 of the Code because the complaint handling was poor.

The Home Buyers have requested an apology, £5,320.00 compensation and further compensation if legal fees are incurred.

### **Defence**

The Home Builder says that it provided the required documentation, it remedied the issues raised by the Home Buyers, and it took all reasonable steps to resolve the Home Buyers' complaint.

The Home Builder previously made a settlement offer of £5,320.00 on the understanding that the Home Buyers sign a settlement agreement.

### **Findings**

The adjudicator accepted that the Home Buyer was only shown the Reservation Agreement at the reservation stage and were not shown other documents listed on the form. However, the adjudicator found that section 2.1 of the Code does not require a Home Builder to provide all the documents as detailed by the Home Buyer; it only requires very limited information showing the general layout and plot position such as a brochure or plan. Nevertheless, given that the reservation agreement confirmed that the Home Buyers were not shown a development brochure, a house type leaflet or a site plan, the adjudicator found this to be a breach of the Code as the Home Buyers were not provided with a brochure or plan or illustrations of the Home showing the general layout, appearance and plot position of the Home at the reservation stage.

In relation to the details of management services and their costs, while the Home Buyers had not been informed of this at reservation stage, the adjudicator found it normal practice for such information to be exchanged between solicitors as part of the pre-contract enquiries and the Home Buyers failed to evidence that it had not been.

In relation to the changes to the front garden, driveway and footpath which the Home Buyers complained differed to the information shown to them at the pre-contract stage, the Home Builder accepted that changes were made and that these were not notified to the Home Buyers. As a result, the adjudicator found the Home Builder breached section 3.1 of the Code.

While the adjudicator was satisfied the Home Builder had systems and procedures for receiving, handling and resolving Home Buyers' service calls and complaints, they found that there were significant delays and the Home Buyers had to chase the Home Builder multiple times. In addition, a significant time was taken to investigate and resolve complaints and the Home Builder did not always keep to the estimated timelines and it did not keep to

the timelines outlined in its complaints process. The adjudicator found this to be a breach of section 5.1 of the Code.

**Decision**

The claim succeeded and the Home Builder was directed to reimburse £4,320.00 for surveyors' fees and pay £500 for inconvenience caused.

### **Complaint**

The Home Buyer says that there were a substantial amount of snagging issues, the remedial work took a long time, and it has not been carried out to a satisfactory standard. The Home Buyer has requested an apology, an explanation and £15,000.00 compensation.

### **Defence**

The Home Builder says that it completed remedial work and paid financial settlements. The Home Builder has not made an offer of settlement beyond the financial settlements already paid to the Home Buyer.

### **Findings**

While the adjudicator found that the Home Builder had provided an accessible after-sales service and the Home Buyer was aware of the service, who to contact, and that there had been ongoing discussions between the parties regarding the reported defects. they considered further how effective this service was.

Having done so, the adjudicator found that, although there was ongoing dialogue between the parties throughout, and remedial work was carried out, the service was often not of a reasonable standard. The adjudicator found that the Home Buyer had to chase the Home Builder for responses, formal complaints were not responded to in a timely manner, promised deadlines were not always kept, remedial works were often carried out to a poor standard so that further work was necessary, and work continued for a significant time after the Home Buyer moved into the Home despite issues being raised with the Home Builder in a timely manner.

The adjudicator found that the Home Builder had not dealt with the Home Buyer's concerns and formal complaints within a reasonable time, and it had not provided accurate information about the likely timescale for resolution of the reported defects and that this amounted to breaches of sections 5.1 and 5.2 of the Code.

### **Decision**

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

### **Complaint**

The Home Buyer says that the Home Builder did not have a suitable system for dealing with complaints, and that the Home Builder did not deal with the Home Buyer's complaint regarding cracking to the fence posts of the Home within appropriate time. This caused the Home Buyer inconvenience and distress. The Home Buyer has requested that the Home Builder take appropriate action to address the issues, and that the Home Builder pay the sum of £554.20.

### **Defence**

The Home Builder has issued no defence in this matter. However, the Home Builder states that it remains committed to resolving the issues, and that it is currently taking steps to do so. The Home Builder has offered to take steps to remedy the issue, and to pay £554.20. The Home Buyer has not accepted this offer.

### **Findings**

The adjudicator found that there was no real dispute between the parties regarding the facts of the claim and that the subject of the complaint remained unresolved for in excess of a year but without an explanation from the Home Builder as to why this is the case.

In relation to the after-sales service provided by the Home Builder, the adjudicator was satisfied that the Home Builder supplied complaints details (as the Home Buyer knew how to contact them to complain) but it did not ensure that these details evoked a suitable response. As such, the Home Builder breached section 4.1 of the Code.

In relation to the handling of the Home Buyer's complaint, the adjudicator found that the Home Builder had failed to act appropriately in dealing with the complaint having concluded there was nothing to suggest that the resolution of the complaint was particularly hard and should not have been outstanding one year and four months after first being made. The adjudicator found this was a breach of section 5.1 of the Code.

### **Decision**

The claim succeeded and the Home Builder was directed to take steps to resolve the issues with the fence; failing which, the Home Builder should pay to the Home Buyer the reasonable evidenced costs of such work by a third party (such evidence to be in the form of at least two estimates of the cost of the work); pay £554.20 for replacement plantings and £250.00 for inconvenience caused.

### **Complaint**

The Home Buyer says that despite complaints, the Home Builder took 2.5 years to install signs to prevent traffic entering a private driveway and damaging the tarmac when turning around. The Home Buyer believes that the Home Builder is in breach of section 3 of the Code by failing to have procedures for receiving, handling, and resolving service calls and complaints.

The Home Buyer has requested the Home Builder to accept, that due to their negligence with reference to installing the correct signage, that this has severely increased the damage on the driveway over the past 2.5 years; the Home Builder to get an independent assessment of the damage to the private drive, compared with other private driveways on the estate and for the Home Builder to install 'private driveway' signs for the drive and to repair or replace the driveway.

### **Defence**

The Home Builder has not provided a defence to the alleged breach of the Code. However, during the adjudication, the Home Builder stated that it has reviewed the complaint and has offered the Home Buyer an apology, £500 in compensation for the stress and inconvenience, two additional signs and an independent inspection of the driveway, and other driveways on the development.

### **Findings**

The adjudicator considered that the Home Buyer made their initial complaint in September 2022, but that the Home Builder did not fit any signage until December 2024. Further, that the Home Buyer called the Home Builder's customer services 19 times to chase the missing signage between June 2024 and December 2024 before the signage was eventually installed. The adjudicator was not satisfied that the Home Builder responded promptly to the significant number of complaints made and found that the Home Builder did not have a satisfactory system for handling and resolving the complaints and therefore breached section 5.1 of the Code (not section 3 of the Code as suggested by the Home Buyer).

However, the adjudicator found that the remedies sought by the Home Buyer all related to assessing, acknowledging and rectifying the alleged defects which fell outside the scope of the Code; albeit noted the Home Builder's offer of settlement and which remained open to them but outside of the adjudication process.

### **Decision**

The claim succeeded and the Home Builder was directed to apologise to the Home Buyer for taking so long to resolve the issue with the private driveway and pay £100 for the inconvenience caused.

### **Complaint**

The Home Buyer says that the Home Builder, despite the Home Buyer's complaints, did not remedy an issue with dampness in the garage of the Home within an appropriate time as required by Section 5.1 of the Code. This caused the Home Buyer inconvenience and distress, and to expend the costs of a surveyor's report. The Home Buyer has requested that the Home Builder pay the costs of the remedy of the dampness issue, pay £834.00 for the surveyor's report, and pay the Home Buyer compensation for inconvenience and distress.

### **Defence**

The Home Builder says that the Home Buyer only designated the issue of dampness as a complaint in April 2025, and that since then, the Home Builder has taken steps to attempt to remedy the issue. The Home Builder has offered to pay the £834.00 cost of the surveyor's report, and to pay the Home Buyer the cost of third party remedy of the dampness, as long as the combined cost does not exceed the Home Builder's own quote for the work. This offer has not been accepted by the Home Buyer.

### **Findings**

The adjudicator found that there was no dispute between the parties regarding the basic facts of this matter; a damp problem (which the Home Builder acknowledges is a defect which it is required to deal with) is present in the garage of the Home. Despite the Home Buyer's complaint, the issue has persisted for a considerable period of time.

While the Home Builder argued that a formal complaint about the problem had not been raised until April 2025, and therefore they had dealt with the matter within a reasonable time period, the adjudicator disagreed. The adjudicator determined that there is no requirement in the Code that a complaint needs to be formalistically referred to as such and found this formalistic interpretation would be highly artificial, and militate against the intention of the Code, which is to assure home buyers that their complaints will be dealt with appropriately, not formalistically or evasively. The adjudicator therefore found that the issue of dampness in the garage was raised to the attention of the Home Builder in November 2023, and that by December 2023, it was being pursued by the Home Buyer as a complaint, irrespective of whether that term was explicitly used in correspondence. The adjudicator concluded that the duty of the Home Builder to deal with the complaint, within an appropriate time, started running at that point.

The adjudicator found that the issue of dampness had not been dealt with by the Home Builder some one year and 9 months after the issue was raised by the Home Buyers and found no convincing evidence from the Home Builder to explain why it hadn't taken action in an appropriate time as Section 5.1 of the code requires. As such, they found a breach of the Code.

### **Decision**

The claim succeeded and the Home Builder was directed to pay to the Home Buyer £834.00 for the cost of a surveyor's report; the reasonable and evidenced costs of work by third parties to remedy the dampness issue, up to the limit of £14,166.00 and £250.00 compensation for inconvenience caused.



### **Complaint**

The Home Buyer says that the shower leaks causing damage to the ceiling below, the bathroom leaks into the downstairs toilet, and another leak damaged a television. The Home Builder only fixed the latter leak, and it is difficult to deal with. The Home Buyer has requested an apology; an explanation; the Home Builder to investigate and fix the leak; the cost of a replacement television; and £2,000.00 compensation.

### **Defence**

The Home Builder says that it resolved a reported leak in the bathroom, but it acknowledges that other leaks were not resolved, and the issue has taken longer than expected to resolve. The Home Builder offered to pay the Home Buyer £2,000.00 and an additional £200.00 for a replacement television, but the offer was rejected.

### **Findings**

The adjudicator found that the Home Buyer's claim was not particularly clear given she reported a number of leaks (from the bathroom and a window) and for some of which the Home Builder had undertaken remedial work with no evidence that the leak persisted after or that the Home Buyer had difficulty in engaging the Home Builder further on such matters.

However, the Home Builder acknowledged that it had taken longer than it should to investigate and resolve reported alleged defects and as such, the adjudicator was satisfied that the Home Builder did not always comply with the requirements of section 5.1 of the Code.

### **Decision**

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

### **Complaint**

The Home Buyer says that, despite his complaints, the Home Builder has not dealt with these complaints within an appropriate time as required by the Code, but has left various issues outstanding on the housing development, including lighting, fencing, and an unsurfaced road. The Home Buyer has requested a written apology for a senior director at the Home Builder; and payment of £5,000.00. The Home Buyer has requested practical action and an explanation.

### **Defence**

The Home Builder says that although it acknowledges that the issues require its address and are outstanding (and does not dispute that the Home Buyer complained over the period alleged) the resolution of the issues rely on third parties outside its control. The Home Builder has made no settlement offer.

### **Findings**

The adjudicator found the underlying causes of the Home Buyer's complaint concern matters outside the Home: the lack of a proper road surface in the property development, the lack of road lighting, the persistence of construction fencing. These matters all concern the overall development, and not the Home in particular and while they may have had an impact on the Home Buyer's enjoyment of the Home, they are not themselves matters to be considered within the Scheme or the Code.

However, the adjudicator did consider how the Home Builder dealt with the Home Buyer's complaints on such matters and found that there was a pattern to the way in which the Home Builder dealt with the correspondence. The adjudicator found that requests for updates on the resolution of complaints were met with an apology, promises to issue updates, and then no action, followed by repeated chasing emails from the Home Buyer. The adjudicator found this pattern to have continued and that to date, no timeline had been issued by the Home Builder for the resolution of the complaints.

Further, the adjudicator concluded that the Home Builder gave little or no explanation to the Home Buyer as to what the delay was with its resolution of the issues, only supplying this in its reply to the present complaint. The adjudicator found this to not be in compliance with Section 5.1 of the Code requirements.

### **Decision**

The claim succeeded and the Home Builder directed to issue a written explanation of the delay in dealing with the Home Buyer's complaint, as well as a timeline for their resolution; pay £500 for inconvenience caused and to provide an apology.

### **Complaint**

The Home Buyer says that the Home Builder did not provide information about the warranty and the Code, it does not have an adequate complaints process, and its complaints handling was poor. The Home Buyer has requested £5,886.15 compensation.

### **Defence**

The Home Builder says that it provided the required documents, the Home Buyer did not report the scratches within 7 days of completion, and he has not provided evidence that they are a manufacturer/installer defect. The Home Builder has not made an offer of settlement.

### **Decision**

The adjudicator was satisfied that section 1.2 of the Code relates to the marketing stage of the home purchase and the obligation on the Home Builder is to display the logo, rather than to provide a full copy of the Code (unless one is requested). The adjudicator noted that the Home Builder's website did not display the Code's logo anywhere on it and while the Home Builder stated that marketing was carried out by its agent; the adjudicator was satisfied that the Home Builder is responsible for complying with its obligations under the Code, and it cannot avoid those obligations by using an agent. Therefore, the adjudicator found that the Home Builder did not comply with the requirements of section 1.2 of the Code.

In relation to the complaints raised by the Home Buyer, the adjudicator was satisfied that the Home Builder had systems and procedures for receiving, handling and resolving Home Buyer's complaints, as it was clear that there had been ongoing discussions between the parties regarding the issues raised. However, the adjudicator found the Home Builder had not dealt with the Home Buyer's complaint 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.

While Home Builder argued that the alleged defects did not need to be resolved because they were not raised within 7 days of completion, the adjudicator found that the Home Builder has misunderstood the Code here as it applies from the date of signing the reservation agreement to two years after the date of legal completion. The adjudicator found that when the Home Builder said that it would not carry out remedial work because the alleged defects were not raised within 7 days of completion, it did not provide a reasonable response to the Home Buyer's concerns, and therefore, it did not comply with the requirements of section 5.1 of the Code.

### **Decision**

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

### **Complaint**

The Home Buyer says that the Home Builder has provided poor customer service, and took considerable time to resolve the issue with the substandard installation of an external concrete lintel under a kitchen window. Therefore, the Home Buyer says that the Home Builder has breached section 4.1 and 5.1 of the Consumer Code for Home Builders. The Home Buyer has requested that the Home Builder apologise, provide an explanation and pay £2,000.00 for the inconvenience and distress.

### **Defence**

The Home Builder says that it has not breached any section of the Code. Whilst, it has taken time to resolve this issue, the Home Builder and its contractors have made numerous visits to the property, replaced the concrete lintel and made a monetary settlement of £5,000.

Overall, the Home Builder says that it has provided an accessible after-sales service, and it has made appropriate attempts to resolve the Home Buyer's complaint within a reasonable period. Furthermore, the Home Builder is willing to offer an apology for any perceived shortfall in its customer service.

### **Findings**

The adjudicator was unable to conclude with the Home Buyer's complaint that the Home Builder breached Clauses 4.1 and 5.1 of the Code because it provided poor customer service response times and did not promptly rectify the issue with the lintel under the kitchen window.

The adjudicator found that the Home Builder responded to the Home Buyer's enquiries, made numerous visits to the property, replaced the concrete lintel and made a monetary settlement of £5,000. Furthermore, that the Home Builder was in dialogue with the Home Buyer throughout the dispute.

The adjudicator further found that whilst the Home Builder did not resolve the kitchen lintel issue within a period acceptable to the Home Buyer, and did not provide responses to the Home Buyer's satisfaction, the Home Builder has, in good faith and reasonable belief, made reasonable attempts to resolve the kitchen lintel issue, and is still willing to apologise for any perceived shortcomings in customer service.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the incorrect style of flooring was fitted in the kitchen and WC by the Home Builder and that they refuse to change it. The Home Buyer claims that the Home Builder is in breach of section 5.1.2 of the Code for 'refusing to rectify / change the incorrect flooring style fitted in the kitchen and downstairs WC' and section 5.1.3 of the Code for 'refusing to acknowledge their mistake or cooperate to rectify it.'

The Home Buyer has claimed for the Home Builder to apologise for the flooring mistake; to replace the kitchen and WC flooring or pay £1750.00 for them to change the flooring using their own contractor.

### **Defence**

The Builder states that the Buyer chose the flooring and signed a 'Building Variation Order' with the product code listed for the kitchen and WC. The flooring stated on the signed 'Building Variation Order' has been installed so there is no defect and therefore no breach of sections 5.1.2 and 5.1.3 of the Code.

### **Findings**

The adjudicator found that the Home Buyer signed a 'Building Variation Order' which included the flooring specification that had been laid. The adjudicator considered that prior to signing an important document such as this, the onus is on the Home Buyer to make sure they are happy with what is on the form. In this respect, the adjudicator determined that as the Home Builder laid the flooring that was stated in the written agreement, it is not a defect, and consequently there is no breach of section 5.1.2 or 5.1.3 of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder supplied the Home in a substandard and unusable state, and that, despite their complaints, the Home Builder failed to deal with the issues in a reasonable time. In addition, the Home Buyer states that the Home Builder breached the Code in numerous other ways: in not consulting the Home Buyer in changes to the design of the Home before contract completion; in not providing an adequate customer service; in not making the Code available; in not providing appropriate customer service or properly trained customer service staff prior to completion; in not giving the Home Buyer health and safety information regarding occupying the Home when other building work was in progress; in supplying misleading sales and advertising material; and, in not supplying accurate and realistic information about the timeline for construction and completion of the Home.

The Home Buyer has requested compensation limited to the sum of £15,000.00 for the costs of remedial work, and compensation for inconvenience and distress.

### **Defence**

The Home Builder has not responded to the Home Buyer's claim.

### **Findings**

The adjudicator firstly noted that the Home Buyer had accepted two cash settlements from their home warranty body and, under the rules of the Scheme, was unable to issue an adjudication decision regarding complaints which have been subject to prior settlement. As such, any matters on which a settlement had been reached, were excluded from the decision.

Secondly, as the Home Builder provided no defence or response to the Home Buyer's claim, the adjudicator considered the Home Buyer's claim on its own merits, assuming that the account of the Home Buyer is true unless there is a lack of evidence or consistency in the Home Buyer's own account. Proceeding on this basis, and carefully considering the evidence provided by the Home Buyer, the adjudicator made the following findings:

The Home Builder breached Section 1.2 of the Code for not providing the Home Buyer with a copy of the Code and Scheme with the reservation agreement, and the Home Buyer was therefore unaware of the Code until they began to discuss their issues with the home warranty body.

The Home Builder breached Section 1.3 of the Code by not having suitable systems and procedures to ensure it can reliably and accurately meet the commitments on service, procedures and information in the Code. The adjudicator finding that there was no sufficient customer service portal or service, and the Home Buyer was left to seek out information themselves, which was difficult and time-consuming.

In the absence of any evidence from the Home Builder, the adjudicator also found that section 1.4 of the Code was breached and that staff had not been trained on the Code and section 4.2 in relation to advising on the health and safety precautions the Home Buyer should take when living on a development where building work continues.

The adjudicator found the Home Builder to be in breach of section 1.5 of the Code. The adjudicator explained that the Home was marketed as being of very high quality and in compliance with all applicable standards. The Home Builder described the Home as an “*exquisite luxury family development*” and that it would be “*designed and built to the highest standard providing the best possible product on the market – from the layout and design, to the workmanship and materials used for the build*”. It further stated that the Home would represent “... *sumptuous modern living, which has been designed, crafted and built to very exacting standards*”. The adjudicator found that the Home was supplied at variance with multiple standards, and of inferior quality and finish.

The adjudicator was satisfied that there had been a breach of section 3.1 of the Code. They found that major changes were made to the materials and layout of the Home which were not drawn to the attention of the Home Buyer, nor discussed with them. In particular, the design of the fireplace in the Home was altered so that there was less habitable area in the room, and no place to mount a television set.

The adjudicator concluded that the Home Builder breached Section 3.2 of the Code as the Home Buyer was not given reliable and realistic information about when construction of the Home may be finished, the date of legal completion, and the date for handover of the Home. Additionally, the adjudicator found there were major items left incomplete by the Home Builder at handover, which were not explained or drawn to the attention of the Home Buyer, who was then left to take occupation of the Home without a functioning kitchen or washing facilities.

The Home Builder breached Section 4.1 of the Code, which requires the Home Builder to provide the Home Buyer with an accessible after-sale service, and explain what the service includes, who to contact, and what guarantees and warranties apply to the Home. The adjudicator noted the Home Buyer’s uncontradicted account that there was no adequate after sales service provided by the Home Builder, and no persons appeared to have been employed by the Home Builder to provide this service. Further than merely not providing such a service, the adjudicator noted that the Home Builder removed the Home Buyer’s access to the website it provided for raising issues, and deleted the previously logged issues.

The Home Builder breached Section 5.1 of the Code which requires the Home Builder to deal with the Home Buyer’s complaints in a reasonable time. The adjudicator found the Home Buyer’s complaints went without appropriate resolution for an inappropriate length of time, leaving the Home Buyer eventually to take measures to remedy some issues themselves. The Home Builder also breached Section 5.2 of the Code, which requires that the Home Builder should cooperate with appropriately qualified professional advisers appointed by the Home Builder to resolve disputes. The adjudicator was satisfied that the Home Builder did not cooperate with the inspector from the home warranty body.

## **Decision**

The claim succeeded. The Home Builder was directed to remedy the matters as listed in the decision; failing which, to pay to the Home Buyer the reasonable evidenced costs of such work by third parties to the limit of £11,265.00; reimburse costs paid of £3,235.00 and pay the Home Buyer £500.00 compensation for inconvenience and distress.

### **Complaint**

The Home Buyer says that the Home Builder has provided poor customer service, and has not resolved the issue with the kitchen wall pipework which meant that the power socket was not positioned correctly. Therefore, the Home Buyer says that the Home Builder has breached section 4.1 and 5.1 of the Consumer Code for Home Builders. The Home Buyer has requested that the Home Builder apologise, provide an explanation and pay £1,500.00 for the inconvenience and distress.

### **Defence**

The Home Builder says that it has not breached any section of the Code. Following a meeting with the Home Buyer and Home Builder, and as a gesture of goodwill, the Home Builder paid the Home Buyer £5,000.00 in July 2024, which included a sum for any perceived failings in customer service relating to the kitchen walls pipework.

The Home Builder has confirmed that it is willing to resolve the issue with the pipework in the kitchen wall so that the electrical is in the correct position, but, overall, the Home Builder says that it has provided an accessible after- sales service, and it has made appropriate attempts to resolve the Home Buyer's complaint within a reasonable period. However, the Home Builder is willing to offer an apology for any perceived shortfall in its customer service.

### **Findings**

The adjudicator found no evidence that the Home Builder did not provide an accessible after-sales service. They were satisfied that the Home Builder responded to the Home Buyer's enquiries, made numerous visits to the property, and made a goodwill payment of £5,000.00 for this and another dispute. Furthermore, the adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout the dispute and that whilst the Home Builder has not resolved the pipework in the kitchen wall within a period acceptable to the Home Buyer, and has not provided responses to the Home Buyer's satisfaction, they nonetheless made reasonable attempts to resolve any dispute.

The adjudicator further found nothing to suggest that the timescales of the Home Builder's responses were unreasonable, as 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 has provided poor customer service and not resolved the issue with the substandard installation of an external concrete lintel under a kitchen window. Therefore, the Home Buyer says that the Home Builder has breached section 4.1 and 5.1 of the Consumer Code for Home Builders.

The Home Buyer has requested that the Home Builder apologise; pay £10,725.00 for her mortgage costs since completion; pay £5,000.00 for the bills; and pay £6,000.00 for the loss of time and for inconvenience and distress.

### **Defence**

The Home Builder says that it has not breached any section of the Code. The Home Builder has a system and procedure in place for receiving, handling and resolving Home Buyers calls and complaints. It also says that it has explained that the block of apartments the Home Buyer resides in is built to robust detail. The Home Builder has carried out 10% impact and airborne tests on the remainder of the apartments at this site and apartment has retrospectively passed an in-situ test. Overall, it says that it has provided an accessible after-sales service, and it has made appropriate attempts to resolve the Home Buyer's complaint within a reasonable period.

### **Findings**

The adjudicator was satisfied that the Home Builder responded to the Home Buyer's enquiries, explaining that it adheres strictly to building regulations and industry standards to reduce noise transmission between units and clarifying its construction practices. The adjudicator concluded that the Home Builder has good faith and reasonable belief that it has made reasonable attempts to resolve the noise issues and has apologised for any perceived shortcomings in customer service.

Further, the adjudicator found the Home Builder attended the property numerous times at regular intervals to try to fix the other snagging issues and conducted noise tests at the apartments. The adjudicator found nothing to suggest that the timescale of the Home Builder's responses were unreasonable, as 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 Buyer says that the Builder did not replace the damaged kitchen worktop, and in doing so, the Builder breached Clauses 2.1, 4.1, 5.1 and 5.2 the Consumer Code for Builders. Furthermore, once this issue was raised the Builder provided poor customer service, which has led to inconvenience and distress. The Buyer has requested the Builder apologise, replace the damaged worktop, or pay £3,549.59 so that the Buyer can replace the worktop himself.

### **Defence**

The Builder has not provided a response to the Buyer's claim. However, the Buyer's evidence indicates that the Builder has declined to replace the damaged kitchen worktop. This is because it has offered a reasonable solution, which is to sand all the worktops, including the damaged worktop, so that they all match.

### **Findings**

In the absence of any submission or evidence to the contrary, the adjudicator was minded to accept the Home Buyer's submissions as accurate. The adjudicator noted the Home Buyer claimed that the Home Builder breached Clauses 2.1.5 and 5.2.3 of the Code by not providing the Buyer with a copy of the Builder's Complaints Procedure and did not provide a schedule of any defective, faulty or incomplete works and therefore breached Clause 4.1.1. The adjudicator found that the Home Builder had not responded to the Home Buyer's claim or resolved the dispute within 56 calendar days of the complaint being made, and therefore it had breached Clause 5.2.4. Furthermore, the adjudicator concluded these breaches showed that the Home Builder did not have a system with procedures for receiving, handling, and resolving the Home Buyers' service calls and complaints and therefore breached Clause 5.2.1.

The adjudicator considered the Home Buyer's claim that the Builder breached the Code by not responding to their requests to replace the damaged kitchen worktop within a reasonable period, and by providing poor customer service when these issues were raised. The adjudicator accepted the Home Buyer's submissions as accurate and given that there was no correspondence showing that the Home Builder did not consider the damaged kitchen worktop as snagging or that they were unfounded. The adjudicator considered that the evidence indicated that the Home Builder accepted that the damage had been caused by its contractor before purchase, and it made a series of attempts to correct the damage by sanding the worktop, which caused further damage. As the previous attempts to sand the worktop had been unsuccessful, the adjudicator was of the view that the Home Builder's suggested remedy to sand all the worktops was unreasonable and likely to lead to further costs and damage.

Consequently, the adjudicator found that the Home Builder did not provide an accessible after-sales service and did not completely fix the kitchen worktop issues within a reasonable period breaching sections 5.1.1, 5.1.2, 5.1.3, and 5.1.4 of the Code.

### **Decision**

The claim succeeded. The Home Builder was directed to replace the damaged worktop but if unable or unwilling to, then they were to pay the Home Buyer the costs of replacing the

worktop on receipt of invoices provided by the Home Buyer; capped at £49,500.00. Further they were directed to pay £500 for inconvenience caused and provide an apology.

### **Complaint**

The Home Buyer says that the Home Builder mis-sold the development; they misrepresented the use of certain plots; the Home Builder handled the reservation process poorly; and they failed to address their complaints. The Home Buyer has requested compensation in the total sum of £6,451.00; a change back to the original plans for the land opposite the Home; and an explanation of their failings.

### **Defence**

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

### **Findings**

In relation to the Home Buyer's complaint that the Home Builder threatened to re-market the Home if the date given for completion was not complied with, the adjudicator found that the Home Builder's reservation agreement clearly set out the reservation's terms; this included the deadline when the reservation agreement would end if contracts were not exchanged. This date had lapsed by the time the Home Builder was seeking to exchange and complete and the adjudicator found that the alternative, which would be that the Home Builder would be bound to keep the plot reserved, indefinitely, until the Home Buyer was ready to exchange and complete, was not reasonable. The adjudicator found the Home Builder would have been permitted to re-market the Home under the provisions of the reservation agreement.

The adjudicator found no evidence to suggest that the Home Builder had made any assurances with regard to the owner-occupier rates within the development or that this information was purposefully withheld from the Home Buyer at the time they entered into the reservation agreement, or before they had exchanged a proceeded through to legal completion. The adjudicator was satisfied that any discussions with the rental company had taken place several months after legal completion and therefore the Home Builder could not have disclosed information in relation to a bulk-sale of plots given such discussions had not commenced.

In relation to the mis-selling of the development, the adjudicator noted that the land in question was shown on plans, before the Home Buyer had exchanged contracts, as being "L.A.P / Possible future community / commercial building". Further, that the marketing materials published for land included an advertisement which highlighted a 'future community centre'. The adjudicator was satisfied that this did not appear to affect the locality of the area of play referred to and found that the Home Builder had provided sufficient pre-purchase information.

With regard to the complaint handling, the adjudicator accepted that some of the responses could have been issued in a timely manner. However, the adjudicator was satisfied that the Home Buyer's complaints had been acknowledged, escalated, and addressed in full and that the Home Buyer had received a full and final response from the Home Builder.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder has failed to rectify a number of defects in a timely manner, they have failed to meet building regulations and/or technical standards, and they have not addressed their complaints. The Home Buyer has requested compensation in the sum of £15,000.00.

### **Defence**

The Home Builder says that it has not failed in its obligations under the Code. The Home Builder has offered to either arrange the remedial works previously offered, or, to pay the Home Buyer compensation of £5,128.00.

### **Findings**

The adjudicator found that there had been breaches of both Section 4.1 and 5.1 of the Code with regard to how the post-completion defects/snagging issues had been attended to and investigated into. The adjudicator was mindful that, upon completion of the 7-day snagging report, there were numerous issues referred to the Home Builder and that it was unclear as to what actions the Home Builder took in the immediate period after.

Further, the adjudicator noted that the Home Buyer had made numerous requests for the Home Builder to provide a detailed response to the works they were agreeable to attend to, the works they were not agreeable to attend to, confirmation of how they were seeking to address these issues, and a reasonable estimation as to when these works could be completed. While the Home Builder offered to attend and carry out works, it was over two years after legal completion had taken place and the adjudicator found the Home Builder should have investigated each and every issue reported, and they should have been in a position to provide a detailed response sooner.

However, the adjudicator was mindful that the Home Builder had experienced issues in arranging works to be completed at the Home due to the Home Buyer cancelling appointments at short notice and that there had been delays caused by the Home Buyer. Overall however, the adjudicator found breaches of sections 4.1 and 5.1 of the Code.

### **Decision**

The claim succeeded. The Home Builder was directed to provide the Home Buyer with their final position to each of the outstanding works they say are required and provide a schedule of works in line with these positions. This should include reasonable estimations as to when they believe these works should be completed. Alternatively, the Home Builder is to compensate the Home Buyer in the sum of £5,128.00 so that they can undertake these works themselves and provide the Home Buyer with the quoted obtained. In addition, the Home Builder is to make a payment of £300 for the inconvenience caused.

### **Complaint**

The Home Buyer says that the Home Builder has failed to remedy water logging in the rear garden that was reported just prior to completion. The Home Buyer has requested £19,303.20 for the costs of carrying out the works, and £500.00 as compensation for inconvenience and distress.

### **Defence**

The Home Builder says it has continued with its efforts to resolve this issue, however the Home Buyer is denying them access to the garden. No offer of settlement has been made.

### **Findings**

The adjudicator found that there had been some breaches of Section 5.1 of the Code. The Home Buyer had raised their concerns pre-legal completion and were required to chase a response during the earlier stages of 2024, but it was not until the summer of 2024 that works were undertaken to attempt to address this.

Moreover, while the Home Builder did re-attend when the Home Buyer advised that these works had failed, and they provided the Home Buyer with their findings in relation to the defects reported, it was not clear to the adjudicator that a material level of investigation was carried out. This was evidenced by the Home Builder advising a much more in depth investigation was required, including works to evaluate the drainage to ensure that it is connected properly and that water is not running off from other properties into the Home Buyer's rear garden as it is considered to be a low point.

While the adjudicator was sympathetic to the fact that there were personal issues affecting key members of staff, they felt procedures should be put in place to ensure that complaints are still effectively dealt with in an individual's absence. Notwithstanding this, the adjudicator found the Home Builder had sought to resolve, and continued to attempt to resolve the matter, with the Home Buyer.

### **Decision**

The claim succeeded. The Home Builder was directed to propose a schedule of works they seek to undertake to investigate/resolve the drainage issues within the rear garden, including a reasonable estimation as to the timeframes involved with these works and pay £200 for the inconvenience caused.

### **Complaint**

The Home Buyer says that the Home Builder did not supply sufficient and clear pre-purchase information as required by Section 2.1 of the Code, with the result that the Home's garden has a larger gradient than the one which the Home Buyer was led to expect. In addition, the Home Buyer states that the Home Builder has not handled the Home Buyer's complaint appropriately as required by Section 5 of the Code. The Home Buyer has requested that the Home Builder take action to level the garden and install suitable drainage, or (in the alternative) that the Home Builder pay £14,625.00 for the cost of these works carried out by third parties.

### **Defence**

The Home Builder says that it supplied adequate pre-purchase information, and that the Home Buyer was taken to view a nearby property with the same plot gradient. The Home Builder states that it has appropriately handled the Home Buyer's complaint, even though the outcome of this is that the Home Builder has proposed to take no action. The Home Builder denies that the Home Buyer is entitled to the redress claimed. The Home Builder has made no offer of settlement.

### **Findings**

While the Home Buyer complained that she was misled into purchasing a property with a sloping garden, the adjudicator noted the undisputed assertion that the entire development consisted of sloped gardens, and that the Home Builder's contention that the slope of a plot which the Home Buyer viewed, was similar to the plot they purchased was likely to be correct. The reason being the plan of the external works shows the gradients of all the plots across the development to be sloping; with one plot having a 1:47 gradient and none having less than 1:12 (equivalent to the Home Buyer's).

In relation to the Home Builder's handling of the Home Buyer's complaint, the adjudicator concluded that the Home Buyer was simply unhappy with the outcome as opposed to the way in which the complaint had been handled. As such, they found no breach of the Code had occurred given the Home Builder had satisfactorily and efficiently received, considered and responded to the complaint.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder is unfairly withheld £2,500.00 of the £3,000.00 reservation fee paid; they have breached Sections 1.2, 1.5, 2.1, 2.2 and 3.3 of the Consumer Code for Home Builders. The Home Buyer has requested a reimbursement of the remainder of the reservation fee paid of £2,500.00.

### **Defence**

The Home Builder has not submitted a formal response to this claim. No offer of settlement has been made.

### **Findings**

The adjudicator noted that under the requirements of the Code, a reservation agreement must include a number of details including: “the Buyer’s right to cancel within the Reservation period and the range of possible monetary costs the Builder may retain” and “the terms under which the Reservation Fee is refundable and non-refundable and any administration fees or similar that the Builder may deduct”.

Here, the adjudicator found that the reservation agreement made no reference to the Home Buyer’s right to cancel the reservation agreement, nor did it refer to a range of possible monetary costs the Home Builder might retain if they were to do so. In fact, the reservation agreement made no reference to a ‘reservation period’; it only referred to an estimated completion date.

Further, the adjudicator found the reservation agreement failed to include the details of the reservation period that was being entered into; the terms under which the reservation fee would be refundable, and the range of possible costs the Home Builder would look to retain if the Home Buyer was to withdrawal from the purchase. As such, the Code was breached.

### **Decision**

The claim succeeded. The Home Builder was directed to refund the reservation fee of £2,500.00



### **Complaint**

The Buyer says that the Builder installed the EV charger in the wrong location, did not relocate the boundary fence, did not install the windows as set out in the agreed plans and did not fix all the outstanding snagging issues as highlighted in the Buyer's independent snagging report, and in doing so, the Builder breached Clauses 1.5 and 5.2 the Consumer Code for Builders. Furthermore, once this issue was raised the Builder provided poor customer service, which has led to inconvenience and distress. The Buyer has requested the Builder apologise, provide an explanation, fix all the outstanding snagging issues on the independent snagging report and pay £50,000.00.

### **Defence**

The Builder says the EV charger was installed in accordance with the approved and signed plans. Prior to exchange, the Buyer was also informed that the missing window was being omitted from the build. This change was acknowledged, accepted and the Buyer was happy to proceed to exchange of contracts. Furthermore, there have been multiple visits to discuss the Buyer's independent snagging report and the defects the Builder would rectify. Some items on the snag report were not considered defects in accordance with NHBC guidelines and therefore the Builder will take no further action on these items. Furthermore, the Builder says that it has provided good customer service and an accessible after-sales service throughout its dialogue with the Buyer.

### **Findings**

The adjudicator noted that dispute centred on whether the Home Builder had installed the EV charger in the wrong location, failed to relocate the boundary fence, did not install the windows as set out in the agreed plans and did not fix all the outstanding snagging issues.

The adjudicator found that the EV charger was installed in accordance with the approved plans as shown by the referenced plan further, that the Home Buyer was also informed that the missing window was being omitted from the build before completion; therefore, they would have been aware of these charges.

The adjudicator concluded that the dispute surrounding the boundary fence seemed to be concerned with the fence location rather than the dispute of the actual boundary (which would fall outside the scope of the adjudication). The Home Buyer had requested a change to the boundary fence layout before completion and the Home Builder had responded with a detailed diagram outlining the boundary fence adjustments that they were able to accommodate. Accordingly, the adjudicator found no breach by the Home Builder in this regard.

Furthermore, 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 precisely the same as in the sales and marketing material. Therefore, they were not persuaded 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.

While the Home Buyer complained of not receiving the Home Builder's complaints procedure, the adjudicator was satisfied that the Home Builder's complaints procedure is explained in the Homeowners' manual, which was given to the Home Buyer at handover. Furthermore, the complaints procedure was on the Home Builder's website with contact details and as such, there had not been a breach of Clause 5.2.3 of the Code in this respect.

The adjudicator was further satisfied that the Home Builder provided an accessible after-sales service and appropriately had systems in place for dealing with complaints. The adjudicator concluded 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.

**Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder provided them with insufficient information relating to the car parking spaces, and they have failed to address their complaints in an effective and timely manner. The Home Buyer has requested that the Home Builder provide them with an apology and take practical action to resolve the issues with parking.

### **Defence**

The Home Builder has not responded to the Home Buyer's claim.

### **Findings**

The adjudicator note the Home Buyer's argument that they were misled regarding the car parking spaces that would be made available to them but found no evidence to suggest that the Home Builder had assured them that the car parking area in question was anything other than communal parking.

The adjudicator found that the reference to 1.5 car parking spaces being available per plot indicated that the Home Builder was referring to the number of spaces across the development as opposed to a specific car parking area, or a specific car parking space; this being the total number of communal car parking spaces available divided between the plots.

The adjudicator found the Home Buyer's entitlement to specific car parking spaces, or the use of car parking spaces within a specific area, was not outlined within the title deed, nor was there any other evidence to show that the Home Buyer was assured that this was dedicated car parking for these six properties. As such, they found no breach of the Code in this regard.

The adjudicator also considered the Home Builder's obligations under Section 5.1 of the Code and was minded to accept that the Home Builder had, in the main, responded to the Home Buyer's complaints appropriately; these complaints had been escalated and the Home Builder had sought to communicate their final response to the Home Buyer.

While the Home Buyer may have disagreed with the responses provided, the Home Builder had explained why they had reached the position they had, they responded, largely, in a timely manner and this matter had been escalated to the Managing Director who had provided their response. Further, the Home Builder also signposted the Home Buyer to the appropriate dispute resolution schemes available to them on request.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder has not dealt with the Home Builder's complaints regarding snags and defects in the kitchen, flooring and painting in the Home, and that these issues consequently have been left unresolved for approximately 14 months. The Home Buyer has requested that the Home Builder be directed to take action to resolve the issues.

### **Defence**

The Home Builder has not produced a defence in this matter. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator noted that the Home Builder had provided no defence to the claim and stated that the consequences of this is that although they had assessed the Home Buyer's evidence on its own merits, they had done so with the assumption that the factual matters raised in the Home Buyer's claim and evidence were undisputed. This meant that, unless there was some intrinsic weakness in the Home Buyer's evidence, the adjudicator took it to be true. As a result, the adjudicator was satisfied that the issues, as described by the Home Buyer, had not been resolved by the Home Builder.

While the adjudicator was satisfied that the Home Buyer had the necessary information about the after-sales service to enable them to make complaint, and to know about the various warranties which applied to the Home, they were not satisfied that the Home Builder had dealt with the issues raised by the Home Buyer as they remained outstanding for a considerable length of time and had not been resolved satisfactorily.

The adjudicator commented that a Home Builder bears a heavy burden in explaining why a delay of 14 months in dealing with complaints is reasonable and found in this case that there was no such explanation from the Home Builder.

The adjudicator concluded that whilst some of the delay may have been caused by a third party supplier, they were in fact a manufacturer of the Home Builder, for whom the Home Builder bears responsibility under the Code. The adjudicator found that the Home Builder, in its responsibilities under the Code, is the point of contact for the Home Buyer and bears the responsibility of fulfilling any obligations. The adjudicator found that delays on the part of the third party did not automatically excuse the Home Builder from its responsibility in this respect and therefore concluded that the Home Builder had not acted in accordance with the requirements of Section 5.1.

### **Decision**

The claim succeeded. The Home Builder was directed to deal with the Home Buyer's complaint in accordance with Section 5.1 of the Code and resolve the remaining issues with the kitchen, the under-floor heating and the remaining snags and painting.

### **Complaint**

The Home Buyer says that the Home Builder has not rectified several defects in the communal areas serving the development. The Home Builder has breached Code Section 4.1, because its after-sales service for addressing communal defects has been inaccessible.

The Home Buyer has requested that the Home Builder should: rectify all the communal defects by 30 October 2025 at no cost to leaseholders; and pay her £500.00 compensation for the distress and inconvenience.

### **Defence**

The Home Builder states that several of the reported defects are considered matters of design or specification rather than actual defects, or were caused by third parties after handover and are now the responsibility of the management company. It has addressed all valid issues, and it will continue to work with the management company.

No offer of settlement has been made.

### **Findings**

The adjudicator noted that the Home Buyer (as part of a group of leaseholders), and the Home Buyer individually, contacted the Home Builder complaining about communal defects, which they stated had been raised with the management company but that the management company was not taking action to progress resolution of the issues.

Further, that despite the Home Buyer's repeated request for assistance, the Home Builder maintained its position that the Home Buyer should contact the management company although they had been made aware that the management company was not progressing the matter. The adjudicator found that the Home Buyer was in effect, in a situation where she could not progress the matter with either the management company or the Home Builder.

The adjudicator concluded that it was not appropriate for the Home Builder to continue to refer the Home Buyer to the management company given the reported lack of response from them and found that the Home Builder could have taken more proactive action to secure engagement from the management company. The adjudicator found that it is the Home Builder who is responsible for providing an accessible after-sales service and for resolving complaints. For this reason, the adjudicator concluded that the Home Builder had breached Code Section 4.1.

The adjudicator also found that the Home Builder breached Code Section 5.1, because given that the Home Buyer informed it that the management company was not resolving the matter, there was no evidence that it properly investigated the complaint to identify what matters were valid defects or that it contacted the management company to facilitate a response from the management company.

**Decision**

The claim succeeded and the Home Builder was directed to Investigate the Home Buyer's complaint about communal defects; provide the Home Buyer with a written response setting out the findings of its investigations on each of the defects listed; provide the Home Buyer its written proposals regarding any remedial action that it proposes to carry out in relation to each defect and pay £250 for the inconvenience caused.

### **Complaint**

The Home Buyer says that the Home Builder supplied misleading advertising material, and insufficient pre-purchasing material, leading to the Home Buyer purchasing the Home which suffers from insufficient dimensions in the bedroom, insufficiency of car parking places, and a persistent odour. The Home Buyer has requested the payment of £11,000.00 and a written apology.

### **Defence**

The Home Builder says that the advertising and pre-purchasing material was indicative only as to dimensions, and that in any event, small variations to these dimensions could occur due to technical or regulatory requirement, and that the difference in dimension was caused by the installation of fire safety measures. Regarding the car parking, all material supplied to the Home Buyer indicated only one car parking place. Regarding the odour, this is a matter not under the control of the Home Builder. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator found no breaches of either sections 1.5 or 2.1 of the Code in relation to the sales information provided to the Home Buyer. The adjudicator accepted that the dimensions of the bedrooms reflected on the sales brochure and drawings were accompanied by a statement that these were for guidance only; and that the very small variation was accounted for by the requirements for fire boarding and battening. The adjudicator concluded that the variation (around 80mm or less) between these drawings and the final build constituted a sufficiently minor variation that it would obviously be accommodated within the “for guidance” warning in the sales material. As such the adjudicator do not accept that a difference of less than 80mm in a single room of the Home would have been such as to amount to information sufficiently important as to have made the difference between the Home Buyer being informed or uninformed as to the decision to purchase the Home.

With regard to the parking issue the adjudicator found nothing in the written material supplied to the Home Buyer, prior to purchase, that indicated anything other than a single parking place for the Home.

As to the odour, the adjudicator noted that the Home is adjacent to a large sewage treatment plant and is a fact which is part of the general location of the entire development, and which is not within the control of the Home Builder. The adjudicator found that the Home Buyer could and should have been aware of this prior to purchase and the odour is not therefore a matter for which the Home Builder can bear responsibility.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder breached Code Sections 4.1 and 5.1, because it has not resolved several issues at the Property and it provided him with a poor level of customer service. The Home Buyer has requested the Home Builder should apologise to him, and pay him £15,000.00 compensation.

### **Defence**

The Home Builder says that the Home Buyer has been able to access its after-sales service. It replaced items at the Property when issues with the items were reported. The Home Buyer raised complaints after the two-year warranty period expired and it is not responsible for the items. However, it carried out some works as a gesture of goodwill. No offer of settlement has been made.

### **Findings**

The adjudicator found that the Home Builder's after-sales service was accessible. Having reported issues after the sale of the Property, the Home Builder acknowledged, corresponded with the Home Buyer about such matters, made arrangements to investigate and it resolved some of the issues the Home Buyer complained about. The adjudicator found no indication of a failing in respect of the provision of contact and guarantees/warranties information, and therefore found no breach of Code Section 4.1.

However the adjudicator did find a breach of section 5.1 of the Code. The adjudicator found no clear evidence of a comprehensive response from the Home Builder to the Home Buyer's complaints, either disputing that it was liable to address the various issues raised or providing a proposed programme of works to address each of the issues.

Additionally, the adjudicator could not find clear evidence of proactive contact from the Home Builder providing information such as updates, as a result of which the Home Buyer had to chase the Home Builder several times between 2022 and early 2025 to secure progression of the matters.

The adjudicator concluded that the Home Builder was somewhat reactive in its approach, responding to individual issues when followed up by the Home Buyer rather than providing a comprehensive response on all the items with a clear plan of action. The adjudicator found it particularly concerning that the Home Buyer needed to go to great lengths, engaging in extensive correspondence with the Home Builder, to secure a resolution of the issues that he complained about.

### **Decision**

The claim succeeded and the Home Builder was directed to investigate various issues raised by the Home Buyer; provide the Home Buyer a written response setting out the findings of its investigations; and provide the Home Buyer with written proposals regarding any remedial action that the Home Builder proposes to carry out in relation to the issues. The Home Buyer was also awarded £500 for the inconvenience caused and an apology.



### **Complaint**

The Home Buyer says that the Home Builder, through inaccurate and incomplete marketing and pre-purchase materials, misled the Home Buyer regarding two aspects of the surrounding estate development: first, that a third party intended to sell a nearby part of the estate in bulk to a rentals company; and second, that the Home Builder intended to sell a property near the entrance of the estate as a commercial building rather than as a community hall. The Home Buyer also alleges that the Home Builder did not handle the complaint appropriately. The Home Buyer has requested a written apology, and the payment of £15,000.00 (the basis of this amount not stated).

### **Defence**

The Home Builder says that it did not mislead the Home Buyer: that its marketing materials were accurate, and that its pre-purchase materials were updated and made available to the Home Buyer and his solicitors in terms of the sale of other properties on the estate. The Home Builder states that it correctly handled the Home Buyer's complaint, and that the complaint led to an outcome within an appropriate time. The Home Builder denies that the Home Buyer is entitled to the redress sought for these reasons and in any event, as the Home Buyer has not supplied evidence to support his monetary claim. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator noted that none of the Home Buyer's complaints relate to the Home itself, but to the information regarding the surrounding development supplied by the Home Builder prior to contract exchange.

The adjudicator did not find the marketing material to be misleading and noted that whether the area marked "Residential development by others" was sold singly or in bulk, the area was indeed a residential development carried out by another company and so the description as "residential development by others" was not incorrect.

The adjudicator found Section 1.5 of the Code does not impose upon the Home Builder an obligation which extends further than ensuring that what is stated in the marketing material to be clear and truthful. It does not impose an obligation to include in marketing material all possible contingencies which the Home Buyer might find of interest or relevance.

Moreover, at the time the promotional material was produced, the adjudicator found no evidence that the Home Builder intended to sell the area in bulk, or was in a position to include this information on the advertising material in any event.

Furthermore, the adjudicator found that the information required under Section 2.1 of the Code should all be about the Home, and not about the Home's general vicinity, or about aspects of the development estate which might only speculatively impact the Home. The adjudicator concluded that any interpretation which would impose an obligation upon the Home Builder to supply information about external factors which might conceivably impact the Home would impose an obligation of large and uncertain scope upon the Home Builder and determined this was not the intent of this section of the Code.

Although the Home Buyer complained about the alleged change in tenancy of a property near the entrance of the estate, the adjudicator concluded that the Home Builder was advertising this property as being able to be used for other purposes which would be subject to planning permission. The adjudicator concluded it was no more than a description of the default position for the sale of any property, subject to a given planning permission: that it would have to be used for purposes compliant with the existing planning permission, unless that permission were to be changed. Given this finding, the adjudicator did not consider that these facts could give rise to a breach of the Code.

In relation to the complaint handling, the adjudicator found that the Home Buyer's complaint was both acknowledged and fully responded to in good time by the Home Builder. Further, the final response was the result of full consideration of the complaint, and was a reasonable response (albeit not the response the Home Buyer was wishing for). The final response from the Home Builder contained an apology for the delay, and confirmed the Home Builder's position, including comments from the Home Builder's regional managing director.

**Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder breached section 4.1 and 5.1 of the Code because it did not deal with her concerns about the damp proof course in a timely manner and the remedial work is unsightly. The Home Buyer has requested £15,000.00 compensation.

### **Defence**

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

The Home Builder offered to trim and repoint the affected area and provide £1,500.00 compensation for inconvenience.

### **Findings**

Firstly, the adjudicator noted that a large part of the Home Buyer's claim related to defects with the damp proof course and which fell outside the scope of the adjudication. However, the adjudicator could consider whether the Home Builder had assessed and responded to such issues appropriately.

The adjudicator was satisfied that the after-sales service was explained to the Home Buyer and that was provided with relevant contact details. Further, the adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout her dispute and as such, did not breach section 4.1 of the Code.

The adjudicator acknowledged that the Home Builder investigated the Home Buyer's concerns, carried out remedial work, continued to engage with her when she continued to raise concerns, and it carried out remedial work when asked to do so by the warranty provider. However, the adjudicator found that the Home Builder did not always respond in a timely manner, the Home Buyer had to chase for responses, scheduled timescales for remedial work were not adhered to and the Home Buyer was not warned of delays in advance. The adjudicator was satisfied that the Home Builder did not keep to the timescales set out in its complaints procedure when the Home Buyer raised formal complaints and taking all of this into account, found Section 5.1 of the Code had been breached.

### **Decision**

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

### **Complaint**

The Home Buyer says that the Home Builder has breached Sections 1.5, 2.1, 2.5, 3.1, 4.1 and 5.1 of the Code. The Home Buyer has requested the completed and correct handover documentation, compensation for emotional distress and safety failures, a reimbursement of the costs of independent inspections and reporting, and an acknowledgement of wrong doing.

### **Defence**

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

### **Findings**

The adjudicator noted that a significant portion of the Home Buyer's complaint relates to the ongoing managing of the building/block, the completion of fire safety assessments for the building/block, the management and use of the service charge, and disputes which relate to the terms of the lease. The adjudicator explained that only those matters which fall within the scope of the Code could be considered and that other matters raised should be pursued through the First Tier Tribunal and/or alternate redress mechanisms.

While the Home Buyer complains they were assured that the solar panels would result in significantly reduced personal electricity bills; the adjudicator found this was not what had been promised within the sales documentation. Furthermore, the Home Buyer's lawyer explained that that there were no solar panels being present and as such, the Home Buyer was not to benefit directly from the use of these solar panels.

The adjudicator found no sufficient evidence to suggest that the Home Builder failed to provide clear and truthful advertising materials, and that the Home Buyer had relied upon this information when taking the decision to purchase the Home.

In relation to the complaint handling, the adjudicator noted it was apparent through the email correspondence that the Home Buyer had been pursuing complaints with the Home Builder for some time, the information provided by the Home Builder, particularly in relation to the solar panels, had been ambiguous, and there was an absence of evidence to show that a clear, formal, process was in place in which the Home Buyer's complaints could be escalated, investigated into, and responded to.

While the adjudicator accepted that responses had been issued, and that, in the main, the Home Buyer had been dealing with 'the managing agent assigned to manage the building/block on the Home Builder's behalf, the adjudicator concluded that it remained the case that the Home Builder had an obligation to provide a system and procedures for receiving, handling and resolving Home Buyers' service calls and complaints. The adjudicator found that this obligation had not been fulfilled and therefore breached Section 5.1 of the Code.

### **Decision**

The Home Buyer was awarded £100 for the inconvenience caused.

### **Complaint**

The Home Buyer says that the Home Builder did not comply with the requirements of sections 4.1, 4.2 and 5.1 of the Code. The Home Buyer has requested an apology, an explanation, remedial work and £12,000.00 compensation.

### **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 was satisfied that the Home Builder provided an accessible after-sales service having considered such service was explained to the Home Buyer; how she was provided with relevant contact details and further, the correspondence between the parties which showed that the Home Builder was in dialogue with the Home Buyer throughout her dispute. As such, there was no breach of Section 4.1 of the Code.

In relation to Section 4.2 of the Code, the adjudicator found no evidence that the Home Buyer had raised any concerns about the information the Home Builder gave her about precautions she needed to take around the development. Accordingly, the adjudicator concluded there was insufficient evidence to establish a breach of section 4.2 of the Code.

The adjudicator was further satisfied that the Home Builder had systems and procedures for receiving, handling and resolving the Home Buyer's complaints. They concluded that there had been ongoing discussions between the parties regarding alleged snagging issues and was satisfied that the Home Builder made reasonable investigations into the Home Buyer's concerns, responded in a timely manner, and provided its final position regarding each concern. The adjudicator found that the Home Builder complied with the requirements of section 5.1 of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyers believe that the Home Builder is in breach of section 2.1 of the Code (pre-purchase information) for not informing them that they needed a larger extractor fan when they upgraded to a larger hob, and because the kitchen to WC floor tiles are not square.

The Home Buyers believe that the Home Builder is in breach of section 4.1 of the Code (accessible aftersales service) for constructing a 'bent' wall with different coloured 'patchy' mortar that is not to an acceptable standard.

The Home Buyers have requested that the Home Builder rebuilds the garden wall from scratch; installs a larger kitchen extractor fan; addresses the floor tiles not being square and provides an explanation and apology for the breaches. In the alternative, the Home Buyers request that the Home Builder pays them £15,000.00 in compensation if they are not prepared to rectify the wall, extractor fan and floor tiles.

### **Defence**

The Home Builder denies that it has breached sections 2.1 and 4.1 of the Code.

In relation to the garden wall quality, the extractor fan and the floor tiles, the Home Builder confirms that they have been investigated both by the Home Builder and by the NHBC, who have both concluded that they are not defects.

The Homebuilder denies any breach of section 2.1 of the code and confirms that it provided a full and comprehensive suite of documents on reservation that allowed the customers to make fully informed decisions.

The Home Builder states that the specifics of why the Home Buyers believe the Home Builder has breached section 4.1 of the Code are unclear. 'However, the Home Builder can confirm that the Home Buyers have utilised the after-sales service and many issues have been reported and resolved.'

### **Findings**

The adjudicator was satisfied that the Home Builder provided enough pre-purchase information to allow the Home Buyers to make a suitably informed purchasing decision given the reservation agreement lists the drawings and information provided at this stage to the Home Buyers and there was no contrary evidence from the Home Buyers on this point.

Furthermore, while the Home Buyers disagreed with the Home Builders and the warranty body's conclusions in relation to there being no defect with the garden wall, they provided no evidence to the contrary. Instead, the Home Buyers demonstrated they used the Home Builder's after-sales service and as such, the adjudicator concluded there had been no breach of the Code.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer states that at the time of purchase he understood other housing units were intended to be sold on the open market by the Home Builder. The Home Buyer says that subsequently the Home Builder sold approximately twenty plots to a third-party company, and this has substantially lowered the value of his own house. The Home Buyer says that this gives the third-party a disproportionate level of control over all issues regarding the development.

The Home Buyer asserts that the Home Builder did not respond to a reasonable level to his complaints, and has breached its own complaint handling procedure. The Home Buyer has requested that the Home Builder pay compensation in the sum of £15,000.00; issue an apology and provide an explanation.

### **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 fully advised the Home Buyer at the time of purchase that all remaining housing units would be sold on the open market, and this is what it continued to do, notwithstanding that numerous units were sold to a single purchaser. The Home Builder says the Home Buyer accepted that all documentation provided or seen was for information purposes only and did not form part of the contract. The Home Builder refutes that it was at any time in breach of its own complaint handling procedures, and asserts that it promptly attended to all communications and complaints received from the Home Buyer. The Home Builder declines to provide the requested remedies.

### **Findings**

The adjudicator noted that there is no requirement in the relevant edition of the Code for the Home Builder to advise a potential purchaser of a property on how it intends to sell other plots on the development. Further, that the Home Buyer was advised pre-purchase that plots on the development would be sold on the open market. The adjudicator found that the Home Builder commenced discussions, and then finalised the sale of numerous properties with the property company, after the Home Buyer completed on their purchase. The contract of sale also stipulated that the Home Buyer acknowledged that the plans, layouts and drawings etc were intended for guidance and as such, the adjudicator was satisfied that the Home Buyer made his decision to proceed to purchase based on the information provided to him in accordance with Section 2.1 of the Code.

While the Home Buyer stated that the Home Builder made a fundamental and material change to its sales policy to the detriment of the sole purchasers that had already purchased properties, the adjudicator was unable to conclude that a breach of Section 3.1 of the Code had occurred given the complaint did not relate to the design, construction, or materials to be used in the property.

The adjudicator was satisfied that Home Builder had in place a system and procedure for receiving, handling, and resolving complaints and that the Home Buyer was aware of the procedure and who to contact to report any concerns. Further, that the Home Builder's

replies to the Home Buyer's enquiries were provided in a timely manner, and that it kept him informed at all times to a reasonable level.

**Decision**

The claim did not succeed.



### **Complaint**

The Home Buyer states that upon taking up residence at the property he identified scratches to two number windowpanes and informed the Home Builder in writing. The Home Buyer asserts that the Home Builder did not respond to a reasonable level to his complaints, did not provide requested information, and caused him ongoing inconvenience. The Home Buyer believes that the Home Builder did not have an accessible or efficient after-sales service and is thus in breach of the Code. The Home Buyer has requested that the Home Builder pay compensation in the sum of £500.00 and issue an apology.

### **Defence**

The Home Builder denies being in breach of any Sections of the Code and says that it fully advised the Home Buyer at the time of handover of after sales services and gave him all necessary documentation. The Home Builder says the Home Buyer, at handover, signed a Handover Certificate confirming receiving the documentation. The Home Builder asserts that it promptly attended and replaced one window, but the liquidation of its window sub-contractor delayed the replacement of a second window. The Home Builder confirms both windows have been replaced. The Home Builder confirms it has an accessible after-sales service as evidenced by the Home Buyer submitting 81 emails to it about the windows. The Home Builder declines to provide the requested remedies.

### **Findings**

The adjudicator was satisfied that 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. The adjudicator considered that the Home Buyer made numerous contacts to the Home Builder about the issues with the windows and that the Home Builder’s replies to the Home Buyer’s enquiries were provided in a timely manner. Further that it attended the property on two occasions in respect of the complaints and arranged for both the windows to be replaced.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyer says that the Home Builder has failed in their obligations pursuant to Sections 1.5, 5.1 and 5.2 of the Code.

The Home Buyer has requested compensation of £8,000.00, an apology, and for the Home Builder to remove a pole and wiring from the garden.

### **Defence**

The Home Builder has not submitted a response. No offer of settlement has been made.

### **Findings**

The complaint revolves around an electrical pole that is within the boundary lines of the Home and which has large cabling in place to secure this pole. Despite the Home Builder advising the Home Buyer that the pole and cabling would be removed (and which is the property of the electricity company), this has not taken place.

The adjudicator did not find that the Home Builder failed to produce clear and truthful marketing materials; the Home Buyer was aware of the presence of the pole within the garden and while the Home Builder had committed to arranging the removal of it and the wiring, it did not relate to the sales and advertising material produced. As such, there was no breach of Section 1.5 of the Code identified.

However, the adjudicator found that the Home Builder must provide the Home Buyer with an accessible after-sale service, and this would include the ongoing management of the removal of this pole and wiring from the garden; as per their commitment to do so. The adjudicator determined that the Home Builder had provided limited responses and directed the Home Buyer to correspond with the electricity company directly and that limited assistance had been provided.

The adjudicator concluded that the Home Builder should be addressing the Home Buyer's concerns, they should be proactively providing the Home Buyer with updates, even if no new material information is available, and maintaining an ongoing dialogue regarding this issue. The adjudicator found that it was not reasonable for the Home Buyer to be advised that they needed to pursue this as it was the Home Builder who had arranged for the completion of these works and that there had been a plan to carry out these during Spring 2024.

Further, the adjudicator determined the Home Builder should have addressed the complaints in a much timelier manner, addressed the Home Buyer's concerns, and provided them with a form of resolution and/or a final response. Instead of doing so, the Home Buyer was not aware as to when these works would be carried out, and it has been in excess of a year since the period the Home Builder anticipated that they would be completed. As a result, Sections 4.1 and 5.1 of the Code had been breached.

**Decision**

The claim succeeded and the Home Builder was directed to provide a material update with regard to the plans to remove the pole and wiring from the garden; this was to include details of when they expected these works to be completed by, and an explanation of the delays to date. Compensation of £500 for inconvenience was also awarded.

### **Complaint**

The Home Buyer says that the Home Builder breached Sections 1.2.1, 1.5.3, 1.5.4, 2.1.1, 2.2.1, 2.2.2, 3.2.1 and 3.4.1 of the Code. The Home Buyer has requested: an apology; that the Home Builder be directed to review the terms of the Code, review its processes, and implement staff training; return of the deposit less a £50.00 processing and administration fee; interest on this amount; compensation of £500.00 for inconvenience and distress.

### **Defence**

The Home Builder has chosen not to submit a response. The Home Builder has previously offered to return to the Home Buyer £3,368.00 of the Reservation Fee.

### **Findings**

Given the Home Builder chose not to submit a response to the claim and it chose not to challenge any of the statements made by the Home Buyer, the adjudicator accepted the Home Buyer's account of their experiences in full; as permitted under the scheme rules.

The adjudicator considered whether the Reservation Agreement complied with the requirements set out in the Code and found that it did not as it failed to outline the reasonable costs that would be deducted in advance and upon cancellation. Given no evidence was provided by the Home Builder of the "*reasonable administrative and other costs incurred in processing and holding the reservation*", the adjudicator accepted the Home Buyer's agreement that £50 was a reasonable sum.

The Home Buyer also argued that the Home Builder had breached Sections 1.2.1, 1.5.3, 1.5.4, 2.1.1, 2.2.2, 3.2.1 and 3.4.1 of the Code. The adjudicator considered that the Home Buyer had provided an explanation for each of the alleged breaches and, as the Home Builder had chosen not to submit a response challenging the Home Buyer's statements, despite requesting an extension of time to do so but failing, the adjudicator concluded that each of these Sections of the Code had been breached also.

### **Decision**

The claim succeeded. The Home Builder was directed to refund the reservation fee of £4,950.00 and pay £700 for inconvenience caused and provide an apology

### **Complaint**

The Home Buyer believes that the Home Builder is in breach of section 2.1 of the Code (pre-purchase information) for not informing them that the property was electric only and had no gas; in breach of section 3.2 of the Code (timing of construction, completion and handover) for failing to complete and handover the property on time. As redress for the alleged breaches of the Code, the Home Buyer has requested that the Home Builder apologises to for the breaches and provides an explanation for them and pays £15,000.00 to cover their mortgage deposit.

### **Defence**

The Home Builder denies that it has breached sections 2.1 and 3.2 of the Code. It states that 'at the point of reservation, the purchaser was provided with all required pre-purchase information and that the Specification Brochure provided made no reference to gas supply as the development was designed as an all-electric scheme from the outset, in line with modern sustainability standards.' The Home Builder states the purchaser was informed regarding anticipated construction and completion dates, together with confirmation of the contractual longstop. All anticipated completion dates were provided in good faith and were accurate at the time of communication with the customer, however, the project was unfortunately delayed due unforeseen build issues outside its control.

The Home Builder has provided regular construction updates (beyond the minimum Code requirements) and has already provided a £2,500.00 compensation payment to the Home Buyer as a gesture of goodwill and believes the claim for £15,000 is disproportionate, unfounded, and not consistent with the scope of remedies available under the Consumer Code.

### **Findings**

The adjudicator determined that the Home Builder did have a responsibility to provide 'the standards to which the home is being built' and found that the energy supply standard had not been provided and as such, the Home Buyer was missing some of the information required to make a suitably informed purchasing decision. For this reason, the adjudicator conclude that the Home Builder has breached section 2.1 of the Code.

In relation to legal completion, the adjudicator noted that Home Builder stated the delays were caused by factors outside its control and that the long stop date in the Contract is to protect the Home Buyer in the event of delays in excess of 12 months. Further, should the completion date move beyond 23 June 2025 then the Home Buyer would be entitled to cancel the Contract, and the Home Builder had agreed to return the deposit. However, as of October 2025 the property still wasn't complete and this was over three months after the Contract long stop date and beyond the latest indicated September 2025 handover date. Therefore, the adjudicator determined that the Home Builder had not given realistic and reliable information about the home handover date and has therefore breached section 3.2 of the Code.

### **Decision**

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

### **Complaint**

The Home Buyer says that the Home Builder has breached Section 5.1 and 5.2 of the Code, specifically with regard to the snagging complaints raised. The Home Buyer has requested £920.00 in compensation for the two snagging reports carried out, and for the Home Builder to either carry out the works required to an acceptable standard or reimburse the Home Buyer for the costs of organising this themselves.

### **Defence**

The Home Builder says that it has fulfilled its obligations under the Code. The Home Builder has offered the Home Buyer £460.00.

### **Findings**

The adjudicator noted that the Home Builder has an obligation to provide the Home Buyer with an accessible after-sales services, and this includes reaching a mutually agreeable timescale for which the snags or defective, faulty or incomplete works will be resolved; resolving them as soon as possible being a priority.

The adjudicator found that the Home Buyer had been provided with the opportunity to report such matters and that the Home Builder had communicated with the Home Buyer and had attended to carry out a number of works to resolve defects raised. Further, there had been attempts to investigate into, and resolve, the defects and/or snagging items that have been reported and the Home Builder had attended with the relevant contractors, as well as with independent contractors when issues with the original contractors work has been reported, and numerous works have been carried out.

However, at the same time, the adjudicator was mindful that there are a number of issues that have remained outstanding for an extended period of time, the Home Buyer has been required to chase the Home Builder for responses to these concerns, and there is a lack of evidence to show that a clear scope of works, and the timelines involved in completing these works, has been required. The adjudicator considered the absence of such a schedule of works leaves the Home Buyer in a degree of limbo, irrespective of the good faith being shown by the Home Builder, and they should have been provided with a full and final response to the issues raised at a much earlier point in time. In addition, there was evidence to suggest that there had been occasions where contractors did not arrive and the Home Buyer had to chase the Home Builder regarding these appointments.

While the Home Builder has been willing to attend the Home and discuss the issues reported, the adjudicator found minimal action had been taken following these meetings and taking all this into account, determined sections 5.1 and 5.2 of the Code had been breached.

### **Decision**

The claim succeeded and the Home Builder directed to reimburse costs of an independent report of £460.00 and pay £250.00 for the inconvenience caused.

### **Complaint**

The Home Buyers say there were multiple snags with the Home, but they were not dealt with in a reasonable manner and some are outstanding over a year after the Home Buyers purchased the Home. They complain that the Home Builder did not comply with the requirements of section 4.1 and 5.1 of the Code. The Home Buyers have requested an apology, an explanation, bi-weekly updates and £12,204.00 compensation.

### **Defence**

The Home Builder acknowledges that it did not provide information about the window warranty and it did not provide a 6-month update. However, it says that it has an effective after-sales service and it has complied with its complaints process. The Home Builder offered to provide bi-weekly updates and £2,000.00 compensation. This offer was rejected.

### **Findings**

The adjudicator was satisfied that the Home Builder explained that the site team would deal with defects acknowledged at handover for a short period but would transfer responsibility to the customer care team thereafter, and contact details were provided. Nevertheless, the adjudicator found that the structure and apportionment of responsibilities between that team sometimes meant that the service was not accessible. Further, the Home Builder has acknowledged that it did not clarify details about the window guarantees and as such did not comply with the requirements of section 4.1 of the Code.

While the Home Builder generally made a record of concerns raised by the Home Buyer, responded and explained when remedial work would be carried out, remedial work was often delayed, appointments were rescheduled, appointments were missed without notice and contractors did not always complete all the work that was scheduled.

The adjudicator concluded that the Home Builder had not dealt with the Home Buyers' concerns within a reasonable time, and it had not provided accurate information about the likely timescale for resolution of issues and therefore breached section 5.1 of the Code.

Further, when complaints were made in writing, including wording to confirm them as complaints, the Home Builder logged complaints, responded, and explained how the complaint could be escalated with the warranty provider. However, the adjudicator also noted there were instances when discussions between the parties had broken down, the Home Buyers notified the Home Builder that they were not happy with the actions taken, their expressions of dissatisfaction were clearly a complaint, but the Home Builder did not log this as a complaint or follow its formal complaints procedure. The adjudicator found these to be further breaches of section 5.1 of the Code.

### **Decision**

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

### **Complaint**

The Home Buyer says that the Home Builder positioned the boundary fence of the property at variance with the plans supplied to the Home Buyer at reservation, and that this has resulted in a discrepancy of 340mm and a loss of plot area of around 2.89 square meters. The Home Buyer alleges that the Home Builder breached Sections 1.1, 1.5, 2.6 and 3.1 of the Code.

The Home Buyer has requested that the Home Builder amend the plot plan at the Land Registry; that the Home Builder pay compensation for the loss of plot area in the sum of £2,205.00; that the Home Builder pay £300.00 compensation for inconvenience distress; and that the Home Builder send the Home Buyer a written apology.

### **Defence**

The Home Builder says that Section 1.1 of the Code does not apply to the complaint; and that, in any event, although the Home Builder acknowledges a delay in dealing with the Home Buyer's complaint, the Home Buyer is not entitled to redress, as the discrepancy in the fence line is within the tolerances mandated by the Land Registry. The Home Builder has offered the Home Buyer £150.00 as a goodwill payment.

### **Findings**

The adjudicator noted there was no dispute between the parties that the boundary fence of the Home Buyer's property was not positioned exactly in accordance with the property demarcation contained in plans supplied to the Home Buyer during the reservation and conveyancing process which has resulted in a difference in plot area of around 2.89 square meters.

In relation to the Home Buyer's allegations that the Home Builder breached section 1.1 of the Code the adjudicator found that this did not apply to the matters under dispute and similarly, in respect of alleged breaches of section 1.5 of the Code, the Home Buyer's complaint concerned a discrepancy between the material supplied during the reservation process and the actual positioning of the boundary fence as opposed to the sales and advertising being misleading.

In relation to section 2.6 and the requirements of the Code set out in respect of a reservation agreement, the adjudicator found that the Home Builder is required to supply sufficient information about what is being sold, the intention of the Code is clearly not to make very exacting demands in this respect: the examples given regarding what is being sold (plot number, postal address, garage or parking space) concern "macro" aspects of the property, not exact dimensioning of the plot. The adjudicator further noted a similar position taken by the Land Registry in terms of boundary positioning and as such, the adjudicator found no breach of this section of the Code. For similar reasons, and considering the variance and tolerances of difference, the adjudicator was also unable to conclude that the contract of sale was unclear or that section 3.1 of the Code had been breached.

In relation to the Home Buyer's concerns about the way in which their complaint had been handled, the adjudicator noted the Home Builder's own admission that there was an



unwarranted delay of around a month in which it did not progress the Home Buyer's complaint. However, the adjudicator considered there to have been an additional delay of two months in issuing a final outcome email, which was equally not reasonable on the part of the Home Builder, after the complaint had been re-initiated after having been mistakenly closed.

The adjudicator found that not only did the Home Builder take too long to deal with the complaint, but that during the process, it reversed an outcome communicated to the Home Buyer and as such, breached section 5.1 of the Code.

**Decision**

The claim succeeded and the Home Builder was directed to pay £300 compensation of the inconvenience caused and issue an apology.

### **Complaint**

The Home Buyers believe that the Home Builder is in breach of sections 4.1 and 5.1 of the Code for leaving the remedial scaffolding in place for an excessive amount of time (14 months) and for failing to provide adequate communication about the progress of these works.

The Home Buyers claim that the Home Builder 'failed to take a proactive role in ensuring that the remedial work was completed in a timely manner and failed to adequately supervise the work.' As redress for the alleged breaches of the Code, the Home Buyers have requested that the Home Builder pay them £4,200.00 for trauma inflicted by having the scaffold in place; £8,000.00 for protracted delays on the remedial work caused by 'shoddy workmanship' and £2,800.00 for emotional trauma from December 2023 to January 2025.

### **Defence**

The Home Builder acknowledges that the remedial works took longer than anticipated and states that it acknowledged this in its offer of compensation. The Home Builder accepts that communication could have been more frequent and comprehensive at times but is satisfied that periodic updates were provided to residents; these included face-to-face meetings.

Regarding the compensation claim submitted, the Home Builder believes the figures proposed are wholly disproportionate.

In response to the alleged breach of section 4.1 of the Code, the Home Builder states that 'while we regret the time taken to complete the works, they have been carried out and the issues remediated.' In response to the alleged breach of section 5.1 of the Code, the Home Builder states that formal complaints were logged in our system and responded to with updates throughout the process.

### **Findings**

The adjudicator noted there had been a significant amount of correspondence between the Home Buyers and Home Builder during the period covering the remedial works. They also noted however that the Home Builder accepted that communication could have been more frequent and comprehensive at times, but that periodic updates were provided to residents, either directly by them or their sub-contractor, including face-to-face meetings with site managers and a visit from the Customer Services Director. The adjudicator noted that responses to the Home Buyers' letters and emails were provided within a reasonable timeframe and as such, concluded that an accessible after-sales service had been provided.

The adjudicator concluded that the balcony and window defect complaints were not dealt with within an appropriate time, which meant that the scaffold was in place for significantly longer than would be expected for this type of work. In this respect, the adjudicator determined that the Home Builder had breached section 5.1 of the Code.

### **Decision**

The claim succeeded and the Home Buyers awarded £500.00 for the inconvenience caused.

### **Complaint**

The Home Buyer says that the garden, and the boundary line of this garden, has not been laid to the original plans; the Home Builder has breached Section 2.1 of the Code.

The Home Buyer has requested to resolve the issues with the boundary lines; to provide them with a square garden as promised.

### **Defence**

The Home Builder says that a minor amendment was made to the plans, and the Home Builder has no obligation to revert this change at this stage. The Home Builder has previously offered the Home Buyer £1,000.00 as a gesture of goodwill to resolve this dispute, and this offer remains open for acceptance.

### **Findings**

The adjudicator noted that there had been a change to the Home Buyer's garden which was to enable parking to the other side of it. The Home Builder having explained that the section of the garden in question was subject to a declining gradient, and on the other side of this fencing, is a car parking area for another plot. There were concerns that the gradient, and the lack of a retaining wall, would cause soil to run off from the Home Buyer's rear garden and through to the car parking area, hence a retaining wall was constructed.

Section 2.1 of the Code requires Home Buyers are provided with enough pre-purchase information to help them make suitably informed purchasing decisions. The adjudicator found that while the Home Buyer was presented with sales illustrations and plans which did not outline this retaining wall, or the amendment to the boundary fence, the reservation form and the contract of sale were clear in that this could change during the course of construction. It was further explained that such changes could occur due to on-site issues, or technical issues, that arose during the course of construction.

The adjudicator was satisfied that the information provided to the Home Buyer, as part of the reservation form and the contract of sale, was clear in that the Home Builder was not providing an absolute guarantee in that the fence's boundary position would be as per the drawings/plans. Further, the change was made not only to amend the issue of soil run-off into a neighbouring plot's car parking area, but to significantly improve the gradient with the garden.

The adjudicator found that the change made did not substantially affect the use and enjoyment of the Home and therefore the information provided to the Home Buyer within the contract of sale was clear in that the Home Builder had the discretion to make such a change.

### **Decision**

The claim did not succeed.

### **Complaint**

The Home Buyers say that the Home Builder has breached various sections 1.1, 1.3, 1.4, of the Code and have requested an explanation; the Home Builder to rectify any outstanding defects as identified by their surveyor; but they would rather receive compensation of £15,000.00 to enable them to arrange for remedial work themselves.

### **Defence**

The Home Builder says that it has complied with the requirements of the Code, and the Home Buyers have not followed the correct procedure. The Home Builder has not made an offer of settlement.

### **Findings**

The adjudicator firstly dealt with the Home Builder's concerns that the Home Buyers had not made a formal complaint. However, the adjudicator was satisfied that there are circumstances when it is clear that a Home Buyer's expression of dissatisfaction is so clearly a complaint that it should be considered to be a complaint and dealt with as such, and formal notification that concerns should be considered as a formal complaint are not necessary.

The adjudicator was further satisfied that the Home Buyers had continued to contest issues where the Home Builder had provided its final position and as such, in the circumstances, found that the Home Buyers had raised a complaint with the Home Builder.

The adjudicator was satisfied that the Home Builder had systems and procedures for receiving, handling and resolving home buyers' complaints given that there had been ongoing discussions between the parties regarding the reported issues. The adjudicator found that the Home Builder had responded to the Home Buyers' concerns, investigated, completed remedial work and explained its position when it felt that no remedial work was justified. The adjudicator explained that just because a final position is not what the Home Buyers were hoping for, it was not necessarily a breach of the Code.

Nevertheless, adjudicator found that the Home Builder repeatedly dismissed reported defects by stating that work complied with the warranty provider's standards or that the defect was not reported within its seven-day reporting policy, without fully investigating and without providing any other explanation to show that it had a good-faith reasonable belief that no further work was necessary. The adjudicator found these to be breaches of section 5.1 of the Code.

Further, the adjudicator found that section 5.2 of the Code had been breached when the Home Builder failed to consider a report carried out by a suitably qualified professional body. The adjudicator determined that the Home Builder had an obligation to at least consider the snagging report compiled by the professional given reports such as this can be evidence that defects exist, and the Home Builder has a duty under section 5.1 of the Code to investigate reported defects, consider any supporting evidence, and provide a good-faith reasonable response explaining why they accept or reject that remedial work is necessary. The adjudicator found that, when the Home Builder said that it had a blanket policy which

meant that it would never consider professional snagging reports, it did not comply with the requirements of section 5.2 of the Code.

**Decision**

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

### **Complaint**

The Home Buyer says that despite complaint, the Home Builder has not dealt with issues in the Home relating to defective flooring and wall cracking in an appropriate time. The Home Buyer has requested that the Home Builder remedy the issues; that the Home Builder pay £4,784.60 comprising compensation for inconvenience, reimbursement of solicitor's fees, and loss of earnings. In addition, the Home Buyer claims for a written apology from the Home Builder.

### **Defence**

The Home Builder says that it has given the Home Buyer all required information regarding its complaint procedure, and regarding the health and safety of the Home; and that it engaged with the Home Buyer consistently throughout the complaint process. On this basis, the Home Builder denies any breach of the Code, and any entitlement of the Home Buyer to the redress claimed. The Home Builder has made no offer of settlement.

### **Findings**

The adjudicator noted that, it was undisputed between the parties, that a complaint concerning defective flooring and cracking to walls had not been dealt with by the Home Builder.

While the adjudicator concluded that section 5.1 of the Code requires the Home Builder to have a system and procedures for receiving, handling and resolving the Home Buyer's complaints, such complaints must be dealt with within a reasonable time. The adjudicator further noted that while there is considerable flexibility in what a "reasonable time" is, they found it would require especially cogent and convincing evidence to demonstrate that the delay of 8-10 months in dealing with the issues the Home Buyer had raised is reasonable given the circumstances.

The adjudicator found there to be delays in carrying out inspections and an unnecessary number of inspections carried out, and that it was unclear why the Home Builder insisted on a further independent inspection which further delayed matters. The adjudicator concluded that the Home Builder could have dealt with the complaint by reliably attending with its own contractors as initially proposed and that this was particularly the case when it was evident that insisting an independent company carry out the survey was causing significant delay. The adjudicator found the Home Builder had not responded with a decision in this regard, even when urged to do so by the NHBC. The adjudicator therefore found that the Home Builder had not dealt with the Home Buyer's complaint in a reasonable time as Section 5.1 of the Code requires.

### **Decision**

The claim succeeded and the Home Builder directed to deal with the Home Buyer's issues raised within the specified time; pay £500 for inconvenience caused and issue an apology.

### **Complaint**

The Home Buyers say that the Home Builder breached sections 4.1, 5.1 and 5.2 of the Code because it did not rectify the issues with their driveway in a timely manner. The Home Buyers have requested the Home Builder complete remedial works within a reasonable timescale or pay an unspecified amount of compensation.

### **Defence**

The Home Builder says that it complied with the Code because it completed the remedial work. The Home Builder has not made an offer of settlement.

### **Findings**

The adjudicator set out that they could consider how the Home Builder had responded to and dealt with the concerns the Home Buyers had raised in relation to the defects with the driveway.

The adjudicator was satisfied that the Home Builder provided an accessible after-sales service and the Home Buyers were made aware of the after-sales service and who to contact.

However, the adjudicator found that the Home Builder did not deal with the Home Buyers' complaint within a reasonable time, and it did not provide accurate information about the likely timescale for resolution of this issue which breached section 5.1 of the Code. The adjudicator found there to be delays in inspections being carried out and that whilst some remedial work was carried out, this was incomplete and the Home Buyers had to chase for further updates.

### **Decision**

The claim succeeded but no remedy awarded as the adjudicator found the remedies requested by the Home Buyers' did not flow from the identified breach of the Code.

### **Complaint**

The Home Buyer alleges numerous breaches of the Code and particularly that there were a number of defects when they purchased the Home but the Home Builder has not yet resolved them all. The Home Buyer has requested an apology, an explanation, the Home Builder to complete outstanding remedial work or £10,138.50 compensation.

### **Defence**

The Home Builder denies any breaches of the Code. The Home Builder made an offer of settlement of £750.00 compensation, but the offer was rejected.

### **Findings**

The adjudicator was satisfied that the Home Builder had breached section 2.1 of the Code in as much as it failed to provide the Home Buyer with its complaints procedure (and also therefore a breach of 5.2 of the Code). While the adjudicator considered the evidence provided in as much as the Home Builder had provided an apology to the Home Buyer and had explained its complaints policy is always available in the sales office and a copy was provided at reservation and completion, there was no evidence provided to support this claim, such as a copy of the reservation agreement indicating which documents the Home Buyer reviewed at that time.

Similarly, the adjudicator found insufficient evidence that the Home Builder had provided the Home Buyer with the opportunity to carry out a pre-completion inspection and as such, breached section 4.1 of the Code (fifth edition). Further, that not all of the information had been provided to the Home Buyer at legal completion including required information about what snagging is, how issues should be reported, and how they will be managed.

The adjudicator was satisfied that the Home Builder had systems and procedures for receiving, handling and resolving home buyers' complaints given there had been ongoing discussions between the parties regarding issues raised and the Home Builder had responded to the Home Buyer's concerns, investigated, completed remedial work and explained its position when it felt that no remedial work was justified. Nevertheless, the adjudicator found that remedial work was not always completed to a reasonable standard, there were delays, timescales were not always adhered to, appointments were cancelled without notice, contractors arrived late, the Home Builder did not always respond to the Home Buyer's concerns in a timely manner and she had to chase for responses. Therefore, the Home Builder had not always complied with the requirements of section 5.1 of the Code.

### **Decision**

The claim succeeded. The Home Buyer was awarded £750 for the inconvenience caused and an apology.



### **Complaint**

The Home Buyer says that the Home Builder provided incorrect sales and marketing material concerning the installation and functionality of solar panels at the Home. The solar panels have not been registered to the grid, and the Home Builder has not provided the required Distribution Network Operator certificate. Furthermore, once this issue was raised the Home Builder provided poor customer service. In doing so, the Home Buyer says that the Home Builder has breached clauses 1.5, 2.1 and 4.1 of the Code. The Home Buyer has requested the Home Builder apologise, expedite the grid registration process immediately, provide the Distribution Network Operator certificate as required and ensure the solar panel system is activated and functioning as originally specified.

### **Defence**

The Home Builder says that it has not breached any section of the Code. The solar panels were commissioned on 6 October 2022. The Home Buyer has been receiving free electricity from solar panels; however, there is no guarantee of income from this system since feed-in tariffs have been eliminated. These tariffs were unavailable when the home was completed in 2023. In any event, the Home Builder has now registered the solar panels to the grid and issued the required Distribution Network Operator certificate. The Home Builder recognises some shortfalls in its customer service and to resolve the issue the Home Builder offered the Home Buyer £400.00 which comprised of £150.00 for any lost energy savings and £250.00 for any perceived poor customer service. However, this offer was rejected.

### **Findings**

The adjudicator found no evidence to suggest that the Home Builder provided incomplete information or intentionally false or misleading statements within its sales and marketing material or pre-purchase information stating that the solar panel would be registered to the grid or that the Home Buyer would be entitled to a feed-in tariff by their energy supplier. Further, the adjudicator was satisfied that these tariffs were unavailable before completion and therefore not available to the Home Buyer at that time.

The adjudicator did find a breach of section 4.1 of the Code given that the Home Builder admitted to some failures in customer service response times and acknowledged that none of the solar panels at the development, including those at the Home Buyer's property, had been registered. This oversight meant that the solar panels were not contributing to the Home Buyer's household's energy efficiency, nor was the Home Buyer able to benefit from any associated cost reductions or environmental advantages.

The adjudicator noted that the Home Buyer had made several attempts to contact the Home Builder, who did not respond promptly and further ignored various messages from the Home Buyer. Furthermore, the solar panel information was missing from the Home Builder welcome pack and this led to the Home Buyer losing the opportunity to create further savings from the solar panels.

### **Decision**

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

