

SUMMER 2026



Welcome

Summer certainly arrived early with us this year! May's record temperatures came as the Housing, Communities and Local Government Committee heard evidence indicating the need for more consideration to be given to how new homes are built to withstand heat. We're pleased to see government and industry considering how standards may need to change to reflect the impacts of climate change.

This is just one of many areas under discussion in the housing market. We've recently responded to other consultations which could affect consumer protection in the new build market. We're actively championing strong, independent codes of practice with robust sanctions, as well as greater consistency in warranty cover. While we await the outcome of these consultations, our triennial Code review is on hold so that we can take full account of policy development.

But that doesn't mean we're standing still - we have recently confirmed the permanent inclusion of the non-compliance charge for builders which we piloted last year, strengthening redress for consumers. We have also been through another rigorous independent audit and have retained our Approved Code status without any recommendations for improvement. Read more on these and other developments in this issue, including key learning points from our site audits, and top tips for consumers embarking on a new build purchase.

Thank you for your continued support.

Noel Hunter OBE, Chair

Consumer Code for Home Builders retains independent Approved Code Status for 8th consecutive year

The Code has been praised as a "mature and well-established consumer protection framework" with "a strong emphasis on continuous improvement, transparency and stakeholder engagement" in the 2026 independent audit by the Chartered Trading Standards Institute (CTSI) Approved Code Scheme. The [comprehensive audit](#) concluded that the Code remains fit for purpose and compliant with the requirements of the CTSI Consumer Codes Approval Scheme.

Since joining the Approved Code Scheme in 2018, the Code has been subject to stringent annual audits to ensure our scheme continues to provide high quality protection for consumers. As in previous audits, the Code was once again praised for its approach, with the report highlighting:

"Consumer protection remains clearly at the centre of the Code's operational approach, governance arrangements and ongoing development"

"the Code continues to provide extensive guidance, training and support material to registered developers and associated stakeholders, together with the publication of lessons learned arising from audit activity and ADR decisions."

We were particularly pleased to read the recognition for our effective enforcement and sanctions regime which is essential if codes of practice are to have sufficient clout to make a difference to consumer protection:

"the Code continues to operate a credible enforcement and sanctions framework where non-compliance is identified. Sanctions available through the supporting warranty providers include the withholding of certificates of insurance together with suspension or removal from the relevant warranty scheme... Examples of escalation correspondence and removal action demonstrated that these measures continue to provide a strong incentive for compliance."

Code Chair, Noel Hunter OBE, said: "The annual CTSI Approved Code audits are thorough and demanding which is why we are proud to be marking our eighth year as an Approved Code Scheme and will continue to strive for better outcomes for new build home buyers."

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Non-compliance charge now a permanent sanction under the Code

The non-compliance charge piloted in 2025-26 will remain a permanent part of the Consumer Code for Home Builders' sanctions regime, following agreement at the Code's Board Meeting in April 2026.

Builders who fail to comply with an adjudicator's decision following a dispute raised via the Code's Independent Dispute Resolution Scheme (IDRS), may have to pay the non-compliance charge in addition to any award the adjudicator has directed. The charge was created to help ensure decisions are implemented on time, minimising additional distress for home buyers.

In the 12 months following the initial pilot, the charge was applied fewer than 10 times, indicating strong compliance



with adjudicator decisions. In cases where the charge was applied – in one case for a delay of over 70 days – the charge provided the home buyer with £385 additional recompense.

Under the sanction, non-compliant builders can be charged £5 per day for every day beyond the original deadline that the adjudicator considers the builder not to have complied. The charge is paid to the home buyer as additional compensation for the delays. Safeguards are built in to avoid scenarios where builders may be prevented from complying due to circumstances beyond their control. It is for adjudicators at the Centre for Effective Dispute Resolution (CEDR), which operates the Code's IDRS, to decide when the charge should apply.

Housing Select Committee reports to Minister

The Housing, Communities and Local Government Committee has written to the Minister for Housing and Planning following its inquiry into housing conditions in England. The inquiry considered quality and technical standards in new builds, overheating risks, strengthening redress and accessibility standards for new homes.



Housing, Communities and Local Government Committee

Having witnessed incorrect information being shared at an inquiry hearing, Code Chair, Noel Hunter OBE, has written to the Chair of the Committee to express our concerns in response to incorrect statements about consumer redress, including that "35-40% of the market is covered by codes that provide "no more protection than general rights". To correct this and other inaccurate statements, the letter confirmed the following:

- All approved new homes codes provide similar protection and between them cover 98% of new homes in the UK.
- Our Code is backed by the main UK home warranty bodies (NHBC, Premier Guarantee, LABC Warranty and Lockton Checkmate) and independently approved by the Chartered Trading Standards Institute through their Approved Codes Scheme (<https://approvedcode.tradingstandards.uk/>).
- **Complying with our Code is mandatory for builders operating under our supporting home warranty providers** (unless they opt to voluntarily join another scheme.)
- There are approximately 10,000+ builders, many of whom are SMEs, that are required to comply with our Code (or other approved codes of practice within the new homes sector), and there is not therefore a gap in protection as intimated during the inquiry.
- From the outset, our Code has shared best practice, not just with the industry but with other organisations

wishing to develop their own code of practice. We supported the development of a single unified Code, along with the Consumer Code for New Homes, which forms the basis of many other codes.

- For those codes of practice which are supported by a UK home warranty provider, there is no need for a builder to register with another code of practice. While they may not therefore fall under the umbrella of the same redress scheme, all approved codes of conduct provide similar independent ombudsman/alternative dispute resolution (ADR) schemes.

It is disappointing to see inaccurate information continuing to be shared which risks misleading policymakers as they look to enhance consumer protection and quality in the new build market. We are continuing to work with civil servants and MPs to secure:

- Consistent standards of warranty provision
- Clear, accurate information about existing code schemes and protections
- Timescales for proposed changes to code schemes and how they will be implemented

The Committee has concluded its inquiry and has shared its [recommendations with the Minister for Housing and Planning](#).

For more information about how the Consumer Code for Home Builders protects consumers, download the [Consumer Code Scheme](#).

Consumer Code Review on hold for 2026

We will not be going ahead with our normal triennial review of the Code in 2026. The Code's Board has decided to pause the review until the outcome of recent government consultations have been announced.

Typically, the Code is reviewed every three years to ensure it remains fit for purpose and up to date with legislative change. However, we are currently waiting for the findings and recommendations from three recent and related government consultations, covering:

- Private estate management arrangements - applicable to many new home schemes
- Home buying and selling reform
- Material information in property listings

We have responded to each of the above consultations. Although they go beyond the scope of the Code, there are some areas of overlap which could directly impact the

role of codes of conduct in the marketplace. Overall, our Board has sought assurance from government that any new initiatives will build on the learning and best practice already operating in the codes/new homes industry to avoid duplication and consumer confusion.

Code Chair, Noel Hunter, said: "Although regular reviews are an important part of keeping our Code current and robust, we believe it will be more helpful to home buyers - and industry - if we conduct our next review once we know the outcome of these recent consultations. There may be opportunities to strengthen consumer confidence and improve overall standards which could be included in the next iteration of the Code once the Government's direction is clear.

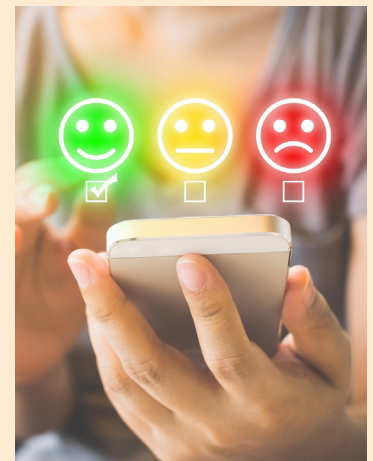
"This is not a decision we take lightly but feel it is the most appropriate and efficient approach in the current circumstances."

Annual customer service ratings show high satisfaction with new homes

The 2026 National New Homes Customer Satisfaction Survey shows continued high levels of satisfaction with new build homes. Nine in 10 buyers who responded to the survey were satisfied with the quality of their home and 93% would be happy to recommend their builder to a friend. In addition, 92% per cent said they would buy a new build again.

It was great to see many builders operating under our Code receiving 5 star customer ratings in the latest survey. Don't forget to tag the Consumer Code for Home Builders in any social posts or news items about your customer service news so we can like and share.

If you're a buyer, it's worth noting that not all builders opt to take part in the survey. If your builder isn't listed, ask them about their service standards and any customer reviews they may have, as well as which code of conduct scheme they belong to.



New Video - Make home buying easier with our free resources

Thinking of buying a new build home? Get a head start on the process with our free tips and resources.

This video summarises some of the free resources and toolkits we provide to help home buyers navigate the new build home buying process. This includes our New Home Buyers' Pack, Consumer Protection Overview and Snagging resources.

<https://consumercode.co.uk/make-home-buying-easier/>

If you're a home builder, solicitor or sales agent, help buyers feel more informed by sharing this video and our resources page. Don't forget we also offer dedicated resources for the industry to help you comply with the Code.





Supporting the industry

Silence isn't golden: How ignoring complaints can cost you dear

One of the most common breaches of the Code relates to complaints handling – but in many cases, the breach could easily have been prevented.

Although the root causes of complaints differ, many of the formal disputes raised with the Code's Independent Dispute Resolution Scheme (IDRS) arise due to lack of or poor quality communication.

In this article, we've outlined a few key points to help ensure your organisation is responding well to your buyers and reducing the risk of disputes based on poor communication.

Keeping lines of communication open

As builders operating under our Code, you are required to keep customers informed of changes and respond to queries about their new home throughout the buying process. This is particularly important when buyers raise a concern or complaint. The Code sets out timeframes you should meet when responding to complaints:

- ✔ Complaints are to be acknowledged in writing within five working days of the complaint being made.
- ✔ A more detailed response should be provided within 20 working days.

Providing an accessible after-sales service means being responsive, listening to your buyers and responding to their concerns. This doesn't mean you always have to agree with their complaint or do the action they are asking for, but you should acknowledge all correspondence and explain what you are doing about it and why. This may include carrying out an investigation of the concerns raised and, where remedial action is needed, agreeing and adhering to timescales for the work to be undertaken.

Often disputes are raised via the IDRS which could have been resolved quickly with proactive communication, without builders incurring the adjudicator fee or the homebuyer having to go to extra effort to seek third party support. For example, in a [recent case](#), the dispute

arose due to a lack of response from the builder to several snags, some of which had lingered for 14 months. Failing to address these proactively has ultimately led to additional costs for the builder.

Dealing with disputes

When a dispute does occur, make sure you respond to the adjudicator's request for evidence. Ignoring the adjudicator means they can only make decisions based on the buyer's account. In some cases, without evidence to dispute the buyer's claim, the adjudicator can only base their decision on the buyer's evidence. This has led to potentially significant financial awards for redress, such as this [multi-faceted dispute](#).

In other examples, where builders have responded in full to an adjudicator's request for information, such as this case concerning [boundary issues, defects and pre-sales information](#), the adjudicator has been able to take a more rounded view of the situation. Responding to an adjudicator won't necessarily change the outcome of a dispute, but it will enable the adjudicator to make a fair and balanced assessment of the situation.

It is also a requirement under the Code, and your home warranty body, that you engage with the IDRS and shows your buyers you are taking their concerns seriously.

Useful resources

The Code produces lots of free resources to help you comply with the Code and enhance customer service. Take a look at the home builder resources page at <https://consumercode.co.uk/resources/#home-builders>

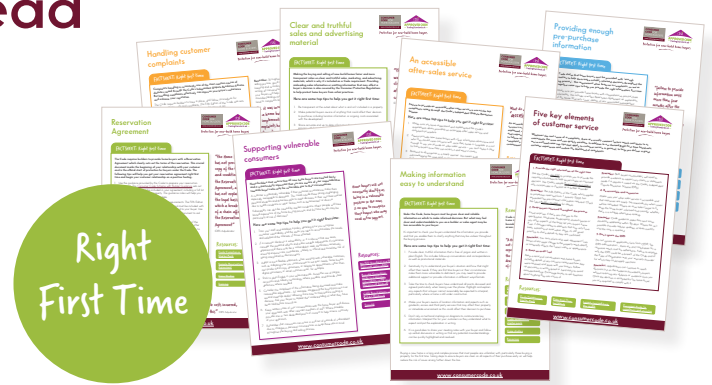


How builders can get ahead on customer service

Providing a good service gives home buyers a better experience, improves your reputation and supports the reputation of the industry as a whole. As well as being a condition of your home warranty cover, adhering to an approved code of practice like the Consumer Code for Home Builders is essential for builders that want to demonstrate strong commitment to customer service. The Code helps you provide home buyers with a positive experience which is fair and transparent, and that sufficient information and support is provided throughout the process.

This isn't just a nice to do - there are commercial benefits. Meeting Code requirements reduces the risk of complaints, which take time and often cost money to resolve. Prioritising Code compliance also means you're less likely to be subject to a dispute for potential breach of the Code, which can again be a further drain on resources.

Our Code provides a wealth of free resources to help you comply and plug gaps that could lead to a breach. Our latest [learnings from site compliance audits](#) over the past 12 months, giving all builders the opportunity to proactively spot and address similar inconsistencies in your own compliance before they become an issue.



The Code's [Right First Time factsheets](#) provide hints and tips based on previous disputes, covering specific areas such as supporting vulnerable consumers, providing sufficient pre-purchase information and handling customer complaints. These are all designed to help the industry drive up standards and can be particularly useful for smaller builders who don't have access to wider learnings from across group companies, for example.

Meeting requirements set out in the Code may feel like an extra task to add to your growing list, but if you make the most of the tools and templates available, they can enhance your customer service, strengthen your marketing and lead to better customer satisfaction. For a full list of resources available from the Consumer Code for Home Builders, visit <https://consumercode.co.uk/resources/#home-builders>

Independent site audits shed light on compliance gaps

The Consumer Code for Home Builders has published its latest guide on [Learnings from Independent Site Audits](#), designed to help builders strengthen Code compliance.

Over the past 12 months, independent auditors from the Chartered Trading Standards Institute (CTSI) have completed several site audits to check compliance with the Code requirements, including the newer standards included in the [Fifth edition of the Code](#).

The inspectors found there was good knowledge of the Code among most staff, that sites were providing true and compliant sales and marketing material and were adhering to sales practices requirements. They also found strong compliance with contract exchange and with health and safety for visitors to sites under construction.

However, there were some gaps in compliance, with examples including:

- Displaying the Code logo on websites as well as at sites
- Missing details in reservation agreements
- Annual refresher training on Code requirements
- Offering pre-completion inspections



For more details and learning points, download our guide to [Lessons Learned from Independent Site Audits 2026](#) or watch our [summary video](#).



Supporting consumers

Why you should look beyond bricks and mortar when buying a new-build home

Buying a new-build home often means committing to a property before seeing your actual home or plot. Sales brochures and show homes can help demonstrate the layout and specification of your home, but it's easy to overlook external factors such as gardens, boundaries and the surrounding environment which might become crucial when you come to move in.

Although most buyers are happy with their new homes, we're seeing a noticeable rise in disputes raised via our Independent Dispute Resolution Scheme relating to issues outside the front door. In our latest blog, we cover some of the main things to consider and what to ask your builder, which we've summarised below:

Boundaries and neighbouring access

- Clarify your boundary, including whether it will be fenced, open or marked by a hedge or other vegetation
- Ask about any access arrangements or planned changes to surrounding boundaries
- Find out about future phases of development and how they will be managed.

Development layout and use

- Find out where services such as streetlamps, bus stops or utility infrastructure will be installed so you can understand how these might impact your buying decision.
- Be mindful about neighbouring land. Visiting the site at different times of day can help you assess the impact of any neighbouring industry, including any noise, odours or congestion.
- Depending on market conditions, builders may sell a section of a development in bulk, for example to a housing association and/or change the use of some elements of a site. Have an open discussion with your builder so you can understand the different scenarios and decide whether you're still happy to proceed.

Garages and parking

- Ask your builder for dimensions of the garage - it's your responsibility to check that will be sufficient for your needs.
- Ask about any shared access to your or neighbouring garages or parking spaces and how this may impact you.
- Garages are not required to meet the same technical standards as homes. Talk to your builder about the

specification so know what to expect if you have a particular use in mind for your garage.

- Ask about additional parking capacity on the development and any parking restrictions that may be imposed.

Gardens

- If sunlight or shade are particularly important to you, ask about any overshadowing trees that could block sunlight. Remember to query any new planting - trees may be small at the point of sale but will grow over time.
- Check carefully for details of gradients, steps or other attributes that affect the design and accessibility of your garden.
- Builders will often include turf in the garden but it's not usually a requirement in their technical standards so they may not be required to replace it if there are any problems.
- If there are elements of the design of your garden/ outside space that are particularly important to you, make your builder aware.

Maintenance charges and arrangements

- Under the Code, your builder is required to inform you about maintenance charges for communal areas charges, but it's important to ask questions about how this will be managed.
- Even if there is a managing agent in place, your builder retains ultimate responsibility for resolving snags and defects within the first two years after legal completion.

 **Read the full blog on our website:**
[**Beyond bricks and mortar**](#)



Top tips for a stress-free new build contract exchange

Buying a home is a complex and often lengthy process, and it can feel like you have limited control over timescales. The new build purchase process is often more clearly defined and predictable, but brings its own challenges, particularly around the speed of exchange of contracts. We've outlined some top tips to help make your new build contract exchange go as smoothly as possible.

What makes exchange of contracts stressful?

Exchange of contracts is your formal commitment to proceed with the purchase of your new home. You will be expected to pay a deposit - typically 10% of the sale price - which in most cases you won't get back if you decide not to proceed*.

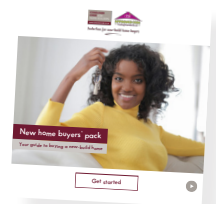
Before exchanging contracts, your solicitor or licenced conveyancer should have reviewed the contract, associated information pack, and the new build warranty cover. Land searches should be completed to check for any legal, financial or planning restrictions or expected works that may affect your property.

Home builders typically want to move from reservation to exchange within 28 days. This quick turnaround can make the process feel more stressful. Here are our top tips to get you off to a good start:

- **Get the right support:** Appoint an experienced solicitor or licensed conveyancer who is used to dealing with new builds. They are more likely to understand the types of time pressures and processes involved. Ensure they are knowledgeable in and willing to support your particular type of property purchase, especially if it's leasehold. And check their availability - being accessible is important for a speedy exchange.
- **Understand your reservation agreement:** Your reservation agreement contains important information. Typically, the agreement will include your responsibilities as well as your builder's, including any time commitments for exchange and/or penalties for delays.
- **Organise your funding:** Make sure you have all the necessary documentation in place in good time. If you

will be using a mortgage to buy the property, your professional adviser may recommend you have an offer in place by exchange, even if you have to extend it ahead of completion to ensure it remains valid.

- **Use the Consumer Code Scheme to plan ahead:** Read the pre-contract requirements and guidance set out in our Consumer Code Requirements with Builder Guidance. This will help you understand what information to expect.
- **Keep in regular contact with your builder:** This will reassure your builder that you're making progress with the paperwork and doing all you can to meet the exchange deadline. If you are concerned the deadline might not be met, raise this early on to try and reach a solution.
- **Keep on top of your professional adviser:** Make sure they are responding promptly to any requests and chasing any information they may be relying on others for.
- **Download our free resources:** Our [New Home Buyers Pack](#) is a free guide to help you plan for your new build purchase, including questions to ask your builder. We also publish regular articles covering topics such as what consumer protection is available; what home warranties cover; and questions to ask.



These tips can help you stay on track ahead of exchange, but it's essential to find an experienced professional adviser you trust. Your builder may recommend an adviser which can save time if they are already familiar with the development, but you are free to choose your own. For more tips on choosing a professional adviser, read our [spotlight interview](#) with the team from Conveyancing Matters.

**Under the Consumer Code for Home Builders, you may be able to terminate your agreement and receive a refund of your deposit if the builder makes a major change to the property without your agreement, or completion is unreasonably delayed beyond the long stop date in your Contract of Sale.*



Case Studies

Every month we publish two recent case studies on our website from disputes handled by our Independent Dispute Resolution Scheme. These include learning points to help buyers, builders and sales agents benefit from each of these cases. Here are some of the recent [case studies](#) added to our site:



Poor customer and after-sales service

- The buyer claimed the builder had not resolved several issues at the property and had provided a poor level of customer service.
- The builder stated it had replaced items at the property and that the buyer had raised complaints after the two-year warranty period expired.
- Although the builder had dealt with some issues, the adjudicator found no evidence the builder had proactively kept the buyer informed resulting in extensive correspondence to secure a resolution.



Case succeeded - read the [case study here](#)



Parking space, dimensions and persistent odour

- The buyer claimed the builder had provided misleading pre-purchase information, there weren't sufficient parking spaces and there was a persistent odour.
- The builder stated that the information was correct when given and only subjected to minor changes, that only one parking space was allocated and the odour was beyond their control
- The adjudicator found the prepurchase information was sufficient and accurate, and that the property was adjacent to a sewage treatment plant, known before purchase.



Case did not succeed - read the [case study here](#)



Misleading sales and pre-purchase information

- The buyer claimed marketing and pre-purchase materials were misleading due to the bulk sale and use of other properties on the site.
- The builder claimed its marketing and pre-purchase materials were accurate regarding the sale of other properties on the estate.
- The adjudicator noted the complaints related to the surrounding development not the home itself and found no evidence the builder had intended to sell the properties in bulk at the time the marketing materials were produced.



Case did not succeed - read the [case study here](#)



Underfloor heating, snags and delays

- The buyer claimed the builder had not dealt with unresolved complaints regarding snags and defects with the kitchen, flooring and painting going back 14 months.
- The builder didn't provide a defence.
- The adjudicator was satisfied that the builder had not resolved or dealt with the issues satisfactorily as they remained outstanding for a long time.



Case succeeded - read the [case study here](#)



Faulty door

- The buyer claimed the builder had not dealt with repeated complaints about a leaking front door. The buyer requested the builder replace the front door.
- The builder claimed they had already replaced the front door on a previous occasion. Having received a second complaint, they felt they took appropriate action but the buyer had repeatedly cancelled appointments.
- The adjudicator was satisfied that after initially replacing the door, the builder responded to a further complaint appropriately by offering further inspection and resolution. The adjudicator found that the delay in resolving the issue had been created by the buyer's repeated cancellation of appointments. Although there may have been understandable reasons for this, the responsibility for the cancellations did not lie with the builder.



Case did not succeed - read the [case study here](#)



Problems with solar panels and feed-in tariff

- The buyer claimed the builder had not registered its solar panels to the grid and provided poor customer service.
- The builder stated the solar panels had been commissioned but that there was no guarantee of income.
- The adjudicator noted the builder's admitted failure in customer service response times and failure to include solar panel information in the welcome pack.



Case succeeded - read the [case study here](#)



Non compliant defects reporting

- The buyer claimed the builder failed to rectify numerous defects identified by their surveyor.
- The builder stated the buyers had not followed the correct procedure for reporting the defects.
- The adjudicator noted the builder had imposed a seven day reporting policy outside which issues were not investigated which doesn't comply with the Code's requirement to investigate snagging up to two years after completion. The builder had also failed to consider a defects report carried out by a suitably qualified professional.



Case succeeded - read the [case study here](#)



Window lintel construction, noise and customer service

- The buyer claimed the builder had not resolved a substandard concrete lintel and had provided poor customer service.
- The builder detailed actions taken to resolve the issues.
- The adjudicator found the builder had adhered to building regulations and made reasonable attempts to resolve other issues.



Case did not succeed - read the [case study here](#)



Minor change to front access

- The buyer claimed the builder had substituted steps for a slope to the front door without their knowledge or consent, which reduced the accessibility and value of the home.
- The builder denied the alteration was a major change and that it was introduced to comply with Building Regulations.
- The adjudicator found that the change to the front access had no impact on the size or value of the home and the builder was not required to obtain the buyer's consent. However, the buyer should have been informed before exchange of contracts as it could have affected the decision to purchase.



Case succeeded - read the [case study here](#)

As well as spotlighting two cases each month on our website, with learning points for builders and buyers, we also publish a [full list of cases](#) on our Resources portal.

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Supporters of The Code

