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 2026 – HOME009244

Complaint
The Home Buyer says that the Home Builder has failed to provide a reasonable standard of after-sale service, and it has not handled their complaints relating to snagging issues effectively. The Home Buyer has requested an explanation as to why their stance with the NHBC has changed, and to pay compensation of £2,000.00.

Defence
The Home Builder says that this complaint has been raised prematurely, and that it has made reasonable efforts to resolve these snagging issues with the Home Buyer.
No offer of settlement has been made.

Findings
In the first instance the Adjudicator explained that for matters that had been, or were currently being, considered by the Home Buyer's home warranty body, they were unable to consider these further; the decision would be restricted to considering the Home Builder's obligations under Sections 4.1 and 5.1 of the Code; specifically, the Fourth Edition of the Code as the reservation agreement for the Home was entered into prior to 1 January 2024.

In dispute is the length of time taken to undertake snagging works as directed by the home warranty body. While the Adjudicator appreciated the Home Builder's position that works could have commenced at an earlier stage in time, and that some of the works could have been prioritised while the remainder were discussed in greater depth, they found it wasn't unreasonable for the Home Buyer to be provided with some form of schedule of works which would enable them to understand what works were to be carried out on which dates, and what areas of the Home needed to be accessed on said dates.

The Adjudicator considered that if the Home Builder was either unable to do so, or unwilling to do so, they could have made the decision for the number of snagging items that had not yet been adjudicated on by the home warranty body to go through that process at a much earlier point in time.

The Adjudicator noted that the Home Builder had remained in regular contact with the Home Buyer, but found there was little progress being made as to the actual direction that was to be taken with the resolving of the issues that had been reported.

The Adjudicator found that the Home Builder's handling of the snagging items, and the complaint raised by the Home Buyer, amounted to breaches of both Sections 4.1 and 5.1 of the Code.

Decision

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

Adjudication Case 2 – January 2026 – HOME009231

Complaint
The Home Buyer says that the Home Builder has provided poor customer service and not resolved the issue with the substandard kitchen units. Therefore, the Home Buyer says that the Home Builder has breached section 3.1 of the Consumer Code for Home Builders.

The Home Buyer has requested that the Home Builder replace the kitchen units and pay £15,000.00 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 replaced the various units as a goodwill gesture and partly due to a manufacture's issue. However, on investigation with the NHBC, it was found that the issue was potentially a Home Buyer issue with the extractor hood filters not being maintained as per manufacturer's guidance and leading to damage of the kitchen units either side of the hood. 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 provided the Home Buyer with accessible after-sales service regarding the complaint about the kitchen units. The Adjudicator found the Home Builder responded to the Home Buyer's enquiries, replacing various kitchen units and upgrading the kitchen door where blistering had occurred and was satisfied that they in good faith and reasonable belief had made reasonable attempts to resolve the kitchen unit issues.

The Adjudicator also found that the Home Builder had a system and procedures in place for receiving and handling service calls and complaints. The Adjudicator was satisfied that the Home Builder attended the property numerous times, at regular intervals, to fix or replace the damaged kitchen units and door. Further, the Adjudicator found nothing to suggest that the Home Builder's timescale for responding was 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.

Adjudication Case 3 – January 2026 – HOME009206

Complaint

The Home Buyer says that the Home Builder's sales team incorrectly advised that only a limited number of affordable or council homes would be included in the development. However, there are significantly more council or affordable homes introduced into the development than initially disclosed, which has affected the value and nature of the property purchased and caused considerable distress and concern. Furthermore, the sales team advised that a private play park would be included in the development; however, to date, no play park equipment exists, and there is a link to open ground outside the development. Therefore, the Home Builder breached Clause 1.5 the Code. The Home Buyer has requested the Home Builder apologise for the misrepresentations, acknowledge them, and explain the steps to be taken to address the affordable housing and play park issues, provide a full explanation and disclosure of the original and current development plans submitted to and approved by the local authority and pay £15,000.00 for the inconvenience and distress caused.

Defence

The Home Builder says there is no statutory provision for affordable housing on the development. At the time of reservation in 2024, four properties had been sold to a Registered Social Landlord, and these were clearly shown on the site plan exhibited at the reservation checklist meeting. A further four properties had been sold to the same Registered Social Landlord in 2025. There was no deliberate mis-selling or misrepresentation, and the plots were sold at market value and are governed by the same development Deed of Conditions as all properties within the development. The play park is being delivered in accordance with the planning consent, and it is not intended to be a shared facility. However, a condition of planning is that a link path to the existing open space surrounding the development remains. Furthermore, there are no drawings for this development that show any equipment.

Findings

The Adjudicator was not persuaded that eight properties, out of forty-eight properties, being sold to the same Registered Social Landlord, meant that the Home Builder misled the Home Buyer regarding the inclusion or number of affordable or council homes in the development and given that the additional four plots were sold at market value and were governed by the same development Deed of Conditions as all properties within the development. The Adjudicator's view was that these properties should not be considered affordable or council homes under the statutory provisions.

In relation to the play park, the Adjudicator considered the plan which showed that there was to be a play park with access in two places to outside the development. The Adjudicator found that the fact that there was access to outside the development on the plans did not create a reasonable belief that the park would be shared. Furthermore, the Adjudicator found that the lack of equipment or plans showing equipment currently did not mean the Home Builder had no intention of installing equipment as agreed in its planning permission.

Decision

The claim did not succeed.

Adjudication Case 4 – January 2026 – HOME009180

Complaint
The Home Buyer says that the Home Builder has refused to deal with a valid snagging issue with the Property's garden drainage. This has led to the flood water from the development discharging to the rear corner of the garden. Therefore, the Home Buyer says that the Home Builder has breached section 4.1 of the Consumer Code for Home Builders.

The Home Buyer has requested that the Home Builder attend the site and conduct a thorough inspection, then take the necessary steps to fix the drainage issue or alternatively pay £5,000.00 so that the Home Buyer can fix the drainage issues themselves.

Defence
The Home Builder says that it has not breached any section of the Code. The alleged issue with the garden drainage is not a valid snagging issue. The levels of the development have been laid to specification and there are no plans to install additional drainage in this area. The Home Builder has discussed the possibility of extra drainage due to the issues that the Home Buyer has reported. However, the Home Builder has been advised that there is no drainage outlet that any additional drainage could be connected to and it is therefore not possible to install any additional drainage. Furthermore, the Home Buyer was provided with an accessible after-sales service, including prompt responses and has been given the relevant information regarding what action can be taken to reduce any drainage issues in the Home Buyer's garden.

Findings
The Adjudicator was satisfied that the Home Builder had been in correspondence with the Home Buyer concerning the drainage issues since they were raised including carrying out an inspection. When it was found the development levels had been laid to specification and that it was not possible to install any additional drainage, the Adjudicator was satisfied that Home Buyer was provided with information on how to adapt the ground conditions so that drainage could be managed naturally.

Whilst the Home Builder did not resolve the drainage issue and had not provided responses to the Home Buyer's satisfaction, the Adjudicator was satisfied that the Home Builder had a good faith and reasonable belief that it had made reasonable attempts to investigate the drainage issues and was of the view that no further work needed to be done.

Decision
The claim did not succeed.

Adjudication Case 5 – January 2026 – HOME009111

Complaint

The Home Buyer says that the Home Builder is in breach of section 1.4 and 5.1 of the Consumer Code for Home Builders in that it facilitated the continuation of a defect for approximately seven years before NHBC directed remediation work. The Home Buyer has requested compensation for distress and inconvenience in the sum of £8,600.00.

Defence

The Home Builder has apologised for the Home Buyer's journey which it says did not meet the standards that it would normally expect. However, the Home Builder denies liability for this claim and says that it has tried over a number of years to investigate a tricky problem, the solution to which was not easy to find.

Findings

Firstly, the Adjudicator considered whether the complaint fell within jurisdiction of the Scheme given the length of time that had passed since legal completion. The Adjudicator found that the complaints were a continuation of the Home Buyer's issues first raised and therefore could be considered.

The Adjudicator found that Section 5.1 of the Code, in relation to complaint handling, had been breached because whilst it was clear that a complaint had been raised repeatedly by the Home Buyer on very many occasions, and work had been done repeatedly, the level of investigation was insufficient to enable discovery of the cause of the problem until the involvement of the NHBC. Further, that the Home Builder ceased to take the Home Buyer's complaints seriously and as a consequence of this is, the Home Builder did not at any stage give the Home Buyer a realistic timescale for when the work would be brought to an end.

The Adjudicator concluded that the Home Buyer had experienced a very high level of inconvenience, including having to endure repeated unsuccessful attempts at repair, missed appointments (which the Adjudicator found were customer service failures in their own right), and the need to chase up concerns and write letters of complaint and, in due course, to take the matter to NHBC in an initially contested process.

In considering the Home Buyer's allegations that the Home Builder failed to provide a copy of the Code, the Adjudicator found no supporting evidence of the Home Builder's assertion that it was given at reservation. Further, the Adjudicator concluded that it was unlikely that the Home Buyer would have pursued his complaint in the manner he did, if he had been made aware of the Code. As such, the Adjudicator found section 1.2 of the Code had been breached.

The Adjudicator also concluded a breach of section 1.4 of the Code which they believed to be inferred due to the Home Builder's lack of sign-posting of the Home Buyer to dispute resolution, despite repeated instances of consumer service failures and formal complaints.

Decision

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

Adjudication Case 6 – January 2026 – HOME009020

Complaint
The Home Buyers say that the Home Builder has not completed snagging work. They complain of breaches of sections 5.1 and 5.2 of the Code. They request practical action to provide a credible timescale for the works to be done and to stop blaming its subcontractors.

Defence
The Home Builder says that it has now made arrangements for various tradesmen to attend the Home in November 2025.

Findings
The adjudicator firstly considered which edition of the Code applied (having not been provided with a copy of the Reservation Agreement as confirmation).

The adjudicator found that regardless of which version of the Code applied, the Home Builder is required to resolve a complaint, and which means that it involves investigating, reaching a reasonable decision about whether remedial action is required in response to the complaint and then communicating this to the Home Buyers.

The adjudicator determined that the Home Buyer was not kept informed of the timetable for completion of snagging work and, alternatively, was not provided with the outcome of any assessment of the need for snagging work that had been undertaken by the Home Builder. The adjudicator found this breached section 4.1 of the fourth edition of the Code and/or sections 5.1 and 5.2 of the fifth edition of the Code (if relevant).

Decision
The claim succeeded and the Home Builder was directed to state in writing to the Home Buyers whether or not it believes that there are outstanding snagging matters, and, if so, provide a timetable for completion of these and complete the snagging work within that timetable. Further, that if the Home Buyers respond that works are outstanding that are not included in the Home Builder’s statement, the Home Builder shall further state in writing to the Home Buyer whether or not it accepts that it is responsible for undertaking further work. If it does not agree that the item needs to be addressed, it shall also give its reasons in writing. If it agrees that these items need to be addressed, it shall provide a timetable for completing the works and carry out the work within that timetable.

Adjudication Case 7– January 2026 – HOME009190

Complaint
The Home Buyer says that the Home Builder did not build the garden fence in line with the plans, and the service was poor when she raised concerns.

The Home Buyer has requested the Home Builder complete the necessary documentation to complete the Land Registry process and provide £10,000.00 compensation.

Defence
The Home Builder acknowledges that it breached section 2.1 of the Code but says that it complied with the requirements of section 5.1 of the Code.

The Home Builder previously offered £1,500.00 compensation and to cover the legal costs of rectifying the conveyancing plan documents to ensure completion of the Land Registry process. This offer was rejected.

Findings

The adjudicator noted that the Home Builder had acknowledged that it breached section 2.1 of the Code. For this reason the adjudicator was satisfied that the Home Builder did not provide the correct plan at the pre-purchase stage.

The adjudicator also found 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 boundary issue. Nevertheless, the adjudicator found that 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 this issue. The adjudicator found these to be breaches of section 5.1 of the Code.

As a result of the delay in responding to the boundary issues, the adjudicator found the Home Buyer was not able to take up a mortgage offer with a lender and as a result, there was a period when she had to pay under the variable rate with another until securing a new fixed rate. The adjudicator was satisfied that it was reasonable for the Home Builder to compensate the Home Buyer for the additional amount she had to pay in the transition from one fixed rate to another and accounted for this in their remedy.

Decision
The claim succeeded. The Home Builder was directed to cover the legal costs of rectifying the conveyancing plan documents to ensure completion of the Land Registry process; pay mortgage costs of £949.52 and £500 for the inconvenience caused.

Adjudication Case 8 – January 2026 – HOME009050

Complaint
The Home Buyer says that the Home Builder supplied doors in the Home which were in a damaged state, and that the Home Builder breached the Code in supplying misleading pre-purchase information, advertising and sales materials, and insufficiently trained sales staff.

The Home Buyer has requested that the Home Builder refund £2,000.00 for the purchase price of new doors.

Defence
The Home Builder says that the Home Buyer's allegations of Code breaches are not relevant to the issues of doors; and that further, the Home Builder states that its pre-purchase materials, advertising and sales materials were accurate and true, and that its sales staff were thoroughly and appropriately trained and experienced. The Home Builder has made no offer of settlement.

Findings
The adjudicator reiterated that a claim may be brought under the Independent Dispute Resolution Scheme regarding the Home Builder's response to snagging claims, where that response is alleged to be inconsistent with the Home Builder's obligations under the Code. Having considered submissions the various documents submitted in support of those submissions, by the parties, the adjudicator was unable to conclude that the Home Builder had breached the various Code requirements as alleged by the Home Buyer.

Decision
The claim did not succeed.

Adjudication Case 9 – January 2026 – HOME008894

Complaint
The Home Buyer says that the Home Builder has not rectified water ingress and other snagging issues at the Property. It also provided him a poor level of customer service when he complained about the issues at the property. The Home Buyer has requested that the Home Builder should rectify the outstanding issues at the property and pay him £15,000.00 compensation.

Defence
The Home Builder says that it expects to fully rectify these snagging issues by 8 October 2025. The Home Builder offered the Home Buyer a settlement of £1,000.00.

Findings
The adjudicator set out that they could consider the manner in which the Home Builder dealt with the Home Buyer’s complaint about snagging issues with reference to its obligations under Code Sections 4.1 and 5.1.

The adjudicator found that the Home Buyer was able to access the Home Builder’s after-sales service, having reported snagging issues after the sale of the Property which the Home Builder acknowledged, corresponded with the Home Buyer about and made arrangements to rectify. The adjudicator found no indication of a failing in respect of the provision of contact and guarantees/warranties information and did not find a breach of Code Section 4.1.

The adjudicator did however find that the Home Builder had breached Code Section 5.1, because it had not resolved the Home Buyer’s complaint about water ingress and outstanding snagging issues at the Property and also referred the Home Buyer to the incorrect redress scheme.

Decision
The claim succeeded. The Home Builder was directed to investigate the Home Buyer’s complaint about water ingress and outstanding snagging issues at the Property and to provide the Home Buyer with a written response setting out the findings on the issues and its written proposals regarding any remedial action that it proposes to carry out in respect of the issues. The Home Buyer was also awarded £300 for the inconvenience caused.

Adjudication Case 10 – January 2026 – HOME008993

Complaint

The Home Buyer says that the Home Builder breached Code Sections 1.5, because it misinformed him that the Property would be of the same quality as the show home. It also breached Code Section 2.1, because it withheld information about defects at the Property from him. Further, there has been a delay in resolving his complaint about snagging items and it did not respond to his complaint about misselling. The Home Buyer has requested that the Home Builder should apologise to him, provide him an explanation, and pay him £9,500.00 compensation.

Defence

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

Findings

The adjudicator was unable to conclude that the Home Builder informed the Home Buyer that the Property would be of the same quality as the show home. They were mindful of the disclaimers within the brochures and the contract of sale and concluded that the Home Builder showed the Home Buyer the show home for illustrative purposes rather than for the purpose of providing a specific guarantee that the finish of the Property would be the same. The adjudicator was satisfied that the Home Builder provided the Home Buyer clear and truthful information about the Property and no mis-selling had occurred.

In relation to matters of snagging, the adjudicator noted that the expectation in the usual course of the construction process is that the Home Buyer would identify snagging issues, report these to the Home Builder (which happened in this case) and the Home Builder would rectify those items that fall within its builder's warranty. The adjudicator found that the fact that there were snagging issues at the Property did not mean that the Home Builder had breached Code Section 2.1.

The adjudicator further considered Code Section 5.1 as they felt it relevant to the Home Buyer's complaint about the manner in which the Home Builder handled his complaint. The adjudicator found no clear evidence of a comprehensive response from the Home Builder to the Home Buyer either disputing that it is liable to address snagging issues or providing a proposed programme of works to address each of the snagging issues identified. They could also not find clear evidence of proactive contact from the Home Builder providing information, such as updates, through the course of the snagging rectification process. The adjudicator further found no evidence that the Home Builder provided the Home Buyer with a response to his complaint about mis-selling and taking all of this into account, found a breach of Code Section 5.1.

Decision

The claim succeeded. The Home Builder was directed to investigate the Home Buyer's complaint about outstanding snagging issues at the Property and provide the Home Buyer with a written response setting out the findings on the issues and its written proposals regarding any remedial action that it proposes to carry out in respect of the snagging issues. The Home Buyer was also awarded £250 for the inconvenience caused and an apology.

Adjudication Case 11 – January 2026 – HOME009027

Complaint
The Home Buyer says that contractors failed to attend a number of scheduled works, or arrived ill equipped to complete the scheduled works, causing a loss of annual leave and earnings. The Home Buyer has requested compensation in the total sum of £1,000.00.

Defence
The Home Builder says that it has not failed in its obligations under the Code, and it would have no obligation to compensate the Home Buyer for any inconvenience experienced.
No offer of settlement has been made.

Findings
The adjudicator considered Section 4.1 of the Code to be relevant to the claim as it directly relates to the standard of after- sales service that was provided when snagging issues were being investigated and during the course of their remediation. The adjudicator was satisfied that the Home Buyer evidenced the failures of contractors to attend and that this had occurred on a number of occasions. While the adjudicator understood that the actions/inactions of contractors are not wholly within the Home Builder's control, they are nonetheless contractors who have been assigned to attend the Home and liaise with the Home Buyer on behalf of the Home Builder and as such, the adjudicator felt the Home Builder could not hide behind poor performance of these contractors on the basis that they were third parties when they were contracted to attend by the Home Builder, and not the Home Buyer.

Furthermore, while the Home Builder explained that it was not necessary for the Home Buyer to be present, the adjudicator noted that within the email correspondence submitted it showed that for internal works, someone did need to be present to let the contractors in.

The adjudicator concluded that while home buyers in general are required to make allowances to allow contractors to attend during working hours, and that there is a degree of inconvenience that comes along with this, this doesn't include contractors not attending at all on a scheduled date, attending without the means of completing the works, or attending and then leaving without finishing the works despite being scheduled to do so. Given such instances occurred here, the adjudicator concluded there had been breaches of Section 4.1 of the Code.

In respect of the remedy, the adjudicator considered the losses referred to by the Home Buyer to be too remote from the contract between the parties, and they would not have been reasonably foreseeable to the Home Builder at the time the parties had entered into the reservation agreement.

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

Adjudication Case 12 – January 2026 – HOME009056

Complaint
The Home Buyer says that the Home Builder failed to carry out an adequate or timely investigation of her complaints about the foul drainage system at the Home between 2019 and 2025, with a significant impact on her family including during remediation works in 2025. She says that the Home Builder was in breach of sections 1.3, 2.1, 3.2, 4.1 and 5.1 of the Code. The Home Buyer has requested £13,000.00 compensation.

Defence
The Home Builder says that it is not in breach of the Code. It has investigated and responded to the Home Buyer's complaints and in 2025, carried out extensive works to the drainage system outside the Home in order to ensure that the Home Buyer does not again experience problems with the drainage. It has paid £7,016.68 to compensate the Home Buyer for financial losses and has offered a further sum of £2,500.00 for inconvenience and distress.

Findings
The adjudicator firstly considered, amongst other matters, the late stage at which the complaint had been made to the service and confirmed that issues that fall within the Code that have been raised within two years, can be dealt with if the matter is ongoing without resolution.

In respect to whether the builder had suitable systems and procedures to ensure it could reliably and accurately meet the commitments on service, procedures and information in the Code, the adjudicator determined that it would not be fair or reasonable to infer an absence of systems or procedures from the fact of defective laying of two drainage pipes with reverse fall. The adjudicator considered this to be a construction error and that it was improbable that this would have been consistent with the design of the development or the Home. The adjudicator found that it was likely that it was not noticed due to the complexity of developing a number of homes in relative proximity to each other and sharing some common drainage systems and was mindful that a Home Builder would be dependent upon the advice and expertise of its independent contractors including surveyors, quantity surveyors, architects and Building Control specialists, who are individuals required to carry out a public function to ensure that Building Regulations are observed in individual homes.

The adjudicator also determined that while the Home Builder handed over the Home with a construction fault with the foul drainage, and which probably meant at the time the Home did not comply with Building Regulations (and may have been a breach of a clause in the contract of sale), unless the non-compliance reflected the Home Builder's intention, then there was no breach of section 2.1. The adjudicator reached the conclusion that this was not the Home Builder's intention given that having belatedly found the fault with the falls of the drainage, it corrected it and provided a high level of compensation to the Home Buyer.

In relation to the completion and handover of the Home, the adjudicator found that there was work of major construction to be done, to the level that the Home Buyer was advised to leave the Home while work was completed and the process significantly disrupted the wellbeing of this family. Further, that even though legal completion occurred at the correct time, the construction was done in such a way that it needed to be re-done and the family lost the occupation of their Home. The adjudicator found that the Home Buyer was not warned about this because the fault had not been found at the point of handover and that this constituted a breach of section 3.2 of the Code.

As for the after-sales service, the adjudicator was satisfied that the Home Buyer utilised it to raise complaints and received temporary solutions from the Home Builder, often soon after she had raised the issue. As such, there was no breach of section 4.1 of the Code.

The adjudicator further found that section 5.1 of the Code was not complied with. The Home Builder acknowledged that although a complaints process was in place, the Home Buyer's concerns were not formally logged as an official complaint on its system, and it accepted that this fell short of the expected standard. The adjudicator accepted the Home Builder's statements in this regard. Furthermore, the adjudicator was not satisfied that the Home Buyer's complaints were fully investigated. They found an investigation into the drains did not happen until the involvement of the Home Buyer's own advisors and instead, there were numerous interventions that created only a temporary resolution without investigation of the root cause. As the complaint was first made six years previously, the adjudicator found this was not a reasonable time.

As to the remedy, the adjudicator further considered that the Home Builder had offered compensation of £2,500 to the Home Buyer, in accordance with its own internal procedures in respect of the Home Buye'rs complaint. However, the Home Builder sought to withdraw its offer of compensation when it became apparent that the Home Buyer wished to raise their complaint through the Independent Dispute Resolution Scheme process. The adjudicator found that this was not consistent with the Home Builder's description of its internal guidance and that the correspondence may have represented to the Home Buyer that she was being disincentivised from asking for an independent review of the Home Builder's compliance with the Code. The adjudicator found this to be a further breach of section 5.1 of the Code, which emphasises the importance of the Consumer Code's Independent Dispute Resolution Service.

Having found that this was a breach of the Code, the adjudicator was satisfied that they could direct that the Home Builder should pay compensation in accordance with its own internal procedures in respect of the Home Buyers complaint. Further, that as the Home Builder had asserted that this necessitated an offer of compensation of £2,500.00, the adjudicator was satisfied that they could direct this payment, even though they recognised that they would not have been able to make an award of this amount if the Home Builder had no procedures in place.

Decision
The claim succeeded and the Home Builder directed to pay £2,500.00 to the Home Buyer for the inconvenience caused.

Adjudication Case 13 – January 2026 – HOME009152

Complaint
The Home Buyer says that the Home Builder breached Code Section 2.1, because it did not inform her about a shared drainage at the Property. It also breached Code Section 4.1, because it did not handle her complaints properly. The Home Buyer has requested that the Home Buyer should: apologise for the stress and anxiety it caused her; rectify the drainage so that it is no longer a shared drainage; rectify the failed expansion joint; and change the block paving to the same block throughout.

Defence
The Home Builder says that it provided the Home Buyer all required pre-purchase information. It also provided a clear and accessible after-sales service and concerns were investigated promptly. The issues the Home Buyer has raised do not constitute breaches of the Code or defects under the warranty standards. No offer of settlement has been made.

Findings
In relation to whether the Home Builder provided sufficient pre-purchase information to the Home Buyer, the adjudicator considered an email provided by the Home Builder. This suggested to the adjudicator that the Home Builder had drainage layout drawings available to it and, in order for the Home Buyer's solicitor to have provided these drawings to the Home Buyer, it was implied that the Home Builder would have shared these drawings with the Home Buyer's solicitors during the pre-purchase stage for disclosure to the Home Buyer latest by completion. The adjudicator found that although Code Section 2.1 does not specifically state and require that a drainage layout plan must be disclosed, the Home Builder appeared to have confirmed that it would have disclosed the drawings to the Home Buyer's solicitors and in which case, found that it ought to have done so.

The adjudicator found that the Home Builder breached Code Section 2.1, because it did not provide the Home Buyer sufficient information regarding the drainage layout to enable the Home Buyer to consider her position and raise any enquiries regarding this aspect of the Property before completing the purchase.

The adjudicator was not persuaded however that that the Home Builder's after-sales service was inaccessible. The adjudicator found that the Home Buyer was able to access the Home Builder's after-sales service, having reported issues after the sale of the Property which the Home Builder acknowledged and investigations were carried out in response (for example, liaising with third party contractors and ground workers) and the Home Buyer's response were provided with a response. The adjudicator did find that the Home Builder breached Code Section 5.2 in the handling of the Home Buyer's complaint, because it failed to comply with the timescales required under Code Section 5.2.4. and which contributed to the delay in resolving the Home Buyer's complaint.

Decision
The claim succeeded. The Home Builder was directed to make reasonable endeavours to ensure that it issues the Home Buyer with a complete copy of the drainage reports that it carried out in respect of the shared drainage at the Property prior to and after the completion of the sale of the Property; pay £350 for the inconvenience caused and provide an apology.

Adjudication Case 14 – January 2026 – HOME009200

Complaint
The Home Buyer says that the Home Builder has failed to provide an adequate level of after sale service, and they have not responded to their complaints. The Home Buyer has requested compensation of £4,356.00 to have the windows and doors repainted.

Defence
The Home Builder says that it has no obligation to repaint the windows. No offer of settlement has been made.

Findings
The adjudicator set out that Sections 4.1 and 5.1 of the Code impose obligations on the Home Builder to provide an accessible after-sale service and implement a system and procedures for the consideration of complaints.

The Home Buyer had raised a formal complaint regarding the paintwork applied to the windows and doors throughout the Home, and the adjudicator found no evidence to suggest that the Home Builder had made any material attempt to investigate into, and respond to, these complaints, or advise of the dispute resolution service albeit they did respond to the NHBC’s queries. The adjudicator found these to be breaches of the Code.

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

Adjudication Case 15 – January 2026 – HOME009208

Complaint
The Home Buyers say that the Home Builder has installed an extractor fan in their bathroom but water quite often is running down the walls and doors of the bathroom and on occasion, when opening the Bathroom door, the smoke alarm goes off. The Home Buyer has requested practical action to install a larger extraction unit.

Defence
The Home Builder says that it is not liable for this claim. It investigated the complaint and found the installation to be in accordance with manufacturer's guidelines and this was verified by an independent engineer. The Home Buyers then complained to the Warranty Body, which decided that no further action was necessary. It explained to the Home Buyers that it would not take further action.

Findings
The adjudicator noted that it is important to remember that the Code, whether the 4th or 5th Edition, does not contain any requirements relating to the quality of construction, such as the Building Regulations or other technical standards and that they cannot make decisions about the need for or appropriateness of work relating to snagging matters. These are issues that must be resolved by the Home Builder subject to the oversight of the Warranty Body. The adjudicator considered a complaint had been referred to Premier Guarantee and which had not been upheld and that it was not open to them to undermine this decision and direct practical action to replace the extractor. The adjudicator could, however, consider the service calls and complaints handling concerns.

The adjudicator found that the Home Builder had advised the Home Buyer of its after-sales service and which they had been able to access. The adjudicator found the Home Builder speedily investigated the issues raised and obtained an independent view. Neither its own nor the independent reviewer found a breach of Building Regulations and the issue was then considered by the Warranty Body, which also did not find a defect. The adjudicator was satisfied that the Home Builder did not breach of the Code, either in terms of its resolution of the complaint or in respect of its communications or timings.

Decision
The claim did not succeed.

Adjudication Case 16 – January 2026 – HOME009239

Complaint
The Buyer claims that the Builder is in breach of section 1.5 of the Code for not informing them that the flooring would be fitted using perimeter beads and in breach of section 2.1 for not providing information on how the laminate flooring would be laid. The Buyer further claims that the Builder is in breach of section 3.1 for not informing them that the laminate floor beading was a change and finally, in breach of sections 4.1 and 5.1 of the Code because the Builder did not respond promptly to their complaint.

The Buyer has claimed an apology; for the Builder to relay the laminate flooring under the skirtings and replace any damaged kitchen plinths; £1,176.60 as compensation for installing a floor to a standard that was not agreed or accepted; and to pay £523.40 to the Buyer for "distress and inconvenience."

Defence
The Builder states that the laminate flooring was fitted using the same beading in the show home and across the portfolio of houses. It is the Builder's opinion that the "key release" documentation at legal completion shows that the Buyer recorded the flooring and carpets as satisfactory. The issue was only raised later during the seven-day snagging period. The Builder believes it has "engaged openly and consistently" with the Buyer.

Findings
The adjudicator noted that the first and second breaches claimed by the Home Buyer related to sales and advertising because the Home Builder did not state that beading would be used to fix the laminate floor. This is covered by section 1.5.3 of the Code (5th edition).

The adjudicator concluded that to be in breach of section 1.5.3 of the Code, the Home Builder must have misled the Home Buyer in relation to the "specification of the property." If the show home did have beading, which appeared to be the case, then the adjudicator agreed that this would have been the type of installation (specification) a Home Buyer should expect when they chose the flooring. The adjudicator noted that the Home Builder's disclaimer confirmed that the show home and marketing material was "included for guidance only" but that they would expect significant variations from the show home specification to be highlighted to the Home Buyer. In addition to this, the adjudicator concluded that as laminate flooring is regularly installed using beading in the industry and is the standard method of finishing across the Home Builder's development site, they did not find that the Home Buyer had been misled and that the Home Builder had not breached section 1.5.3 of the Code.

The adjudicator also found that that there was no major change to the specification as the Home Builder always intended to install the laminate flooring with beading, as they had done elsewhere, including in the show home. Notwithstanding this point, the adjudicator determined that changing the laminate flooring edge detail would not be considered a major change and found that there was no breach of section 3.1.4 of the Code.

With regard to the after-sales service and complaint handling, the adjudicator did not consider the "day seven" snagging list as a formal complaint given drawing up initial snagging lists on new build properties is standard in the industry. The adjudicator was satisfied that the Home Builder responded to the Home Buyer's complaints in a timely manner and within the timescales prescribed by the Code.

Decision
The claim did not succeed.

Adjudication Case 17 – January 2026 – HOME009257

Complaint
The Home Buyer says that the Home Builder hung all the front doors on the Home Buyer's side of the street with incorrect orientation and that to rectify this issue, it just swapped the doors between homes. Since then, there have been issues with the front door bowing, letting in drafts, paint peeling and the lock jamming. The Home Buyer complains the Home Builder breached sections 1.2, 4.1, 5.1 and 5.2 of the Code. The Home Buyer has requested an apology, installation of a new front door, £3,525.00 compensation and additional 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 identified that they could consider whether the Home Builder had assessed and responded appropriately to the Home Buyer's concerns.

Firstly however, they were satisfied that the Home Builder provided the Home Buyer with an out of date copy of the Code by giving one that suggested Home Buyers had to pay a registration fee when they bring a claim to the adjudication service, but this requirement was removed in June 2019. This was not rectified by the Home Builder and the adjudicator found this to be a breach of section 1.2 of the Code.

The adjudicator was satisfied that the Home Builder provided an accessible after-sales service. The Home Buyer was made aware of the service, who to contact and the adjudicator found that the Home Builder engaged with the Home Buyer, providing copies of reports and was in dialogue with them throughout.

In relation to the complaint handling, the adjudicator acknowledged the Home Buyer's frustration, as he says there are defects with the front door that the Home Builder has not investigated and rectified. However, 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, at the time, was reasonable. While the Home Buyer has since had the door inspected by a relevant expert that has confirmed that there are defects, the adjudicator explained that the fact there are defects is not in itself a breach of the Code. The scope of the Code is limited to considering how the Home Builder responded to alleged defects, and the adjudicator considered that the Home Builder had not yet had an opportunity to consider and respond to the expert's new report on the door finding a fault. Therefore, the adjudicator found that there had been no breaches of section 5.1 of the Code. Further, that acts or omissions relating to the warranty provider fell outside of the scope of the Scheme.

Decision
The claim succeeded and the Home Buyer awarded £100 for the inconvenience of the identified breach of the Code and an apology.

Adjudication Case 18 – January 2026 – HOME009273

Complaint
The Home Buyer says that the Home Builder did not supply sufficient pre-purchase information as required by Section 2.1 of the Code; that the Home Builder did not have a system for dealing with complaints as required by Section 4.1 of the Code; and that the Home Builder did not deal with the complaints raised by the Home Buyer concerning defects and snags in the Home. The Home Buyer has requested that the Home Builder remedy the issues in the Home and pay compensation for inconvenience and distress in the total and non-apportioned sum of £20,000.00.

Defence
The Home Builder says that it supplied a comprehensive set of pre-purchase information to the Home Buyer; that it had an efficient and extensive system for dealing with complaints; and that, in the case of the Home Builder, it dealt with all complaints raised by the Home Buyer appropriately and in reasonable time. The Home Builder has made no offer of settlement.

Findings
Section 2.1 of the Code requires the Home Builder to give the Home Buyer enough pre-purchase information to help the Home Buyer make suitably informed purchasing decisions. Although the section's list of information in the guidance is non-exhaustive, the adjudicator noted that the Home Buyer had not stated which piece of pre-purchase information was lacking, save to say that the Home Buyer was under the impression that the Home would be constructed to adequate standards. The Home Buyer has not alleged that the Home Builder did not include information regarding the standards which applied to the Home and as such the adjudicator concluded that the Home Builder acted in accordance with Section 2.1 of the Code as there was insufficient evidence to the contrary.

The adjudicator also found that the Home Builder provided a readily accessible after-sales service as the Home Buyer readily contacted the Home Builder's after-sales team to repeatedly complain. As such there was no breach of Section 4.1 of the Code.

The adjudicator was satisfied that the Home Builder had processes and systems for handling and dealing with the various complaints raised by the Home Buyer. They considered the complaints, carried out investigations where appropriate and undertook work to address issues. The adjudicator found no breach of Section 5.1 of the Code.

Decision
The claim did not succeed.

Adjudication Case 19 – January 2026 – HOME009281

Complaint
The Home Buyer says that the Home Builder did not install lead flashing, complete the property's shed and fix the various snagging issues within the property. In doing so, the Home Builder breached Clauses 1.3, 1.4, 3.1, 3.2 and 4.1 of the Code. The front façade was also off-centre and additional rent was incurred due to the property not being finished on time. Once these issues were raised, the Home Builder provided poor customer service, which has led to inconvenience and distress.

The Home Buyer has requested the Home Builder explain why they have not replaced the shed; replace the shed, install lead flashing to the front of the property, and replace the wardrobe doors; or, pay £3,913.00 so that the Home Buyer can replace these items themselves; pay £2,000.00 for the off-centre front façade; pay £1,300.00 for additional rent; and £5,000.00 for the inconvenience and distress incurred.

Defence
The Home Builder has not provided a response to the Home Buyer's claim.

Findings
The adjudicator stated that In the absence of any submission or evidence to the contrary from the Home Builder, they were inclined to accept the Home Buyer's submissions as accurate. However, the reservation form and the contract showed that if any outstanding works remained, the Home Builder would complete them as soon as reasonably possible, either before or after legal completion. The adjudicator was satisfied that the Home Builder made efforts to address the snags and defects that were identified before the completion as soon as reasonably possible, both before and after legal completion. The adjudicator therefore found that the Home Builder must have had, before completion, suitable systems and procedures to ensure it could reliably and accurately meet the commitments on service, procedures, and information in the Code; otherwise, the various issues raised would not have been resolved. The adjudicator found that there had not been a breach of Clause 1.3 of the Code.

The adjudicator found no evidence to support the Home Buyer's claim that the Home Builder breached Clause 1.4 of the Code because there was no proper snag reporting system in place for months, and that the site managers had to act outside their roles due to a lack of trained customer service staff.

In relation to the Home Buyer's complaint that the brickwork pattern was slightly off-centre, the adjudicator found this was not a defect that altered the property's appearance in any meaningful way. Furthermore, the adjudicator was of the view that lead flashing on the parcel box is not a minor change to the Home's appearance, but rather a snagging issue albeit there was no evidence that the lead flashing was to be included. Accordingly, the adjudicator found that the Home Builder had not breached Clause 3.2 of the Code, and no redress is due for the lead flashing or the slightly off-centre brickwork.

The adjudicator was further satisfied that the Home Builder provided reliable and realistic information about when the construction of the Property might be completed and, consequently, had not breached Clause 3.2 of the Code. The reservation form showed that the anticipated completion date was September, which was the actual completion date, and that the Home Buyer moved into the property in the middle of October.

The adjudicator did find the Home Builder had not provided an accessible after-sales service and did not entirely fix the shed, lead flashing, or wardrobe doors within a reasonable period. The adjudicator noted that whilst some snagging issues were resolved, it took multiple correspondences and the direct involvement of the Home Builder's site managers to ensure that any action was taken promptly. The adjudicator was satisfied that there had been a breach of Clause 4.1 of the Code.

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

Adjudication Case 20 – January 2026 – HOME009314

Complaint
The Home Buyer says that the Home Builder provided poor customer service as it has refused to deal with a valid snagging issue with the Property's bath and did not resolve the snagging issue with the first-floor toilets promptly. 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, provide an explanation and pay £4,400.00 so that the Home Buyer can replace the bath and for the inconvenience and distress incurred.

Defence
The Home Builder says that it acknowledges that the Home Buyer contacted it on several occasions following the plumbers' visit in February 2020, and that despite its best endeavours, the matter was not fully resolved until July 2025. As to the bath, the rust has been caused by the Home Buyer maintenance and there is not a defect and as such, the bath will not be replaced. Notwithstanding, it acknowledges that its service regarding the toilet fell short of the standards it expects to deliver and has offered the Home Buyer £2,000 in compensation along with a formal apology, in recognition of this.

Findings
Regarding whether the Home Builder breached sections 4.1 of the Code, the adjudicator noted that the Home Buyer contacted the Home Builder on several occasions following the plumber's visit in February 2020, and that despite its best endeavours, the matter was not fully resolved until July 2025. The adjudicator found that the Home Builder did not provide an accessible after-sales service and did not entirely address the toilet drainage issue within a reasonable period. It took multiple correspondences and multiple visits over six years to resolve the issue and was therefore a breach of Section 4.1 of the Code. Furthermore, the adjudicator found the fact that it took six years to completely resolve the Home Buyer's complaint concerning the toilet drainage, and this was a breach of Section 5.1 of the Code.

In relation to the rusty bath, the adjudicator found that the Home Builder investigated the bath issues and found that the rust was most likely caused by the Home Buyer's maintenance of the bath and was satisfied that the Home Builder had a good-faith and reasonable belief that no further work was needed.

Defence
The claim succeeded and the Home Buyer awarded an apology and £500.00 for the inconvenience caused.

Adjudication Case 21 – January 2026 – HOME009412

Complaint
The Home Buyer says that there were multiple snagging issues and the service was poor and there were delays. The Home Buyer says the Home Builder broke promises; the standard of work was poor; emails, calls and letters were ignored. Including letters from the Home Buyer's solicitors. The Home Buyer complains that staff were rude and dismissive and the Home Builder said that work was not necessary when it was. False records were made on the snagging portal saying issues had been resolved when they had not.

The Home Buyer has requested £14,615.80 compensation.

Defence
The Home Builder denies any breaches of the Code. All the works have been competed in line with the warranty provider's resolution decision and they both spoke with and emailed the Home Buyer's solicitor. 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, and the Home Buyer was made aware of the after-sales service and who to contact. They noted the correspondence between the parties regarding proposed work to rectify issues outlined in the warranty provider's report and that the Home Builder was in dialogue with the Home Buyer throughout her dispute.

Furthermore, the adjudicator was satisfied that the Home Builder responded to the Home Buyer's concerns in a timely manner, set out its position when it felt work was not justified and explained the steps it would take to investigate and resolve alleged defects.

When the Home Buyer raised concerns about the scope of the garden works, the Home Builder put them on hold, engaged with her, and the scope of the works were subsequently agreed. The adjudicator was satisfied that it was reasonable for the works to be put on hold until the scope could be agreed and further, found no evidence that the Home Builder was rude and dismissive as alleged.

Regarding the Home Buyer's concerns that snagging issues were not resolved for nearly three years after completion, the adjudicator noted that when her solicitor wrote to the Home Builder, the Home Builder responded to the solicitor's emails in a timely manner, explained its position and offered resolutions. Furthermore, the Home Builder carried out the work in a timely manner.

Decision
The claim did not succeed.

Adjudication Case 22 – January 2026 – HOME009167

Complaint
The Home Buyer says that the Home Builder is in breach of sections 4.1 and 5.1 of the Code having cancelled work and failed to provide a schedule of works to be done. The Home Buyer has requested an apology, an explanation and compensation of £5,000.00.

Defence
The Home Builder says that it is not liable for this claim. It has been directed to carry out certain works by NHBC and has agreed to undertake others. Some remediation has been completed but the Home Builder has been prevented from carrying out the remainder of the works because it has been refused access to the site.

Findings
The adjudicator was satisfied that the Home Builder had provided an accessible after-sales service. The adjudicator found that the Home Builder had agreed to carry out the works stipulated by the Home Warranty and that there was no evidence that the Home Buyer had not known whom to contact to access the after-sales process or to initiate a complaint to the Warranty Body for snagging matters. The adjudicator was also mindful that during the period of this aspect of the Home Buyer's complaint, the Home Builder's processes had been managed by their Customer Support Manager.

The adjudicator did however find that the Home Builder was in breach of section 5.1 of the Code. While the adjudicator accepted that the Home Builder had provided a document that summarised and provided a scope of the work, this was provided only on the day specified for the completion of the work. Although it stated that the Home Buyer should not be present in the Home for the first day of the work, it did not make clear which of the individual items would be completed and on which days. While the adjudicator found that the Home Buyer could have been clearer about the information that was needed in order for her to be satisfied that the listed work would be addressed, they also noted that the Home Builder did not address the Home Buyer's concerns when they were described and found that the matter was not resolved in an appropriate time.

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

Adjudication Case 23 – February 2026 – HOME009205

Complaint
The Home Buyer says that the Home Builder acted in breach of the Code (Sections 1.5 and 2.1) in misrepresenting to the Home Buyer (in its advertising and during the pre-purchase process) that no development would occur in open fields facing the Home, in circumstances in which the Home Builder knew that such development would occur.

The Home Buyer has requested the reimbursement of £10,000.00, being the premium paid by the Home Buyer for the Home due to its location overlooking open fields.

Defence
The Home Builder says that at no stage prior to some months after the completion of purchase did it know that construction work would take place in the open fields opposite the Home; and that, even today, no planning permission for such work has yet been obtained. The Home Builder therefore states that all representations made in its advertising and during the pre-purchase process were accurate, and that the status of the open fields as being open to development was publicly available. The Home Builder has made no offer of settlement.

Findings
While the Home Buyer alleged mis-selling by the Home Builder in as much as they knowingly withheld, or purposely misrepresented information regarding the development of a plot to the north of the development on which the Home is located, the adjudicator found that although the development has been made part of the local authority's Local Plan, at the date of the reservation of the Home, the development was at a far earlier stage, neither subject to a planning application nor allocated to the Local Plan.

Further, the flyer which alerted the Home Buyer to the development and to its possible construction was distributed well after the pre-purchase process and the purchase of the Home. As such, the adjudicator found that the Home Builder did not breach the Code by misrepresenting to the Home Buyer that no such event would occur as the Home Builder could not have known at the relevant times.

However, the adjudicator found this did not mean that the information supplied to the Home Buyer was accurate as required by the Code. While the Development's construction was not certain, it was more likely than was the case for any other open field site. The adjudicator considered the Home was advertised with a "lounge overlooking open fields" and while strictly true at the time of the advertisement, by the Home Builder's own admission, the development was already classified as a safeguarded site which made it liable to be built upon in the future. In fact, the access roads to the development which the Home Builder was involved in designing, spelt out as much.

The adjudicator also considered the information required to be provided to Home Buyers to help them make an informed decision and concluded that "future phases of the Development" appears in this non-exhaustive list required by the Code because future phases of construction commonly affect the value and appeal of the property advertised for purchase.

The adjudicator also found that construction, which is not strictly part of the development, but nevertheless adjacent to it, will also likely affect value and appeal. The adjudicator concluded that the Home Builder knew, or should have known that the development, as a safeguarded site, was liable for future development, albeit subject to planning permission. The adjudicator found that while many sites, which are presently open fields might be developed in the future, the development in this case represented an elevated possibility of such future development, evidenced by the addition of access roads. The adjudicator found that this element of the Home Builder’s advertising was an inducement which was not clear as the Code demands.

The adjudicator determined that the Home Builder breached Sections 1.5 and 2.1 of the Code and that in principle, the Home Buyer would be entitled to compensation for these breaches. However, the Home Buyer claimed for the reimbursement of £10,000.00, which they say was the premium paid for the location (i.e. the “open fields”) of the Home, but claims for diminishment of value, is excluded from the Scheme.

Decision
The claim succeeded but unusually the Home Builder was not directed to take any further action.

Adjudication Case 24 – February 2026 – HOME009398

Complaint
The Home Buyer says that the Home Builder has refused to deal with a valid snagging issue with the Property's drainage. This has led to the drain covers being unable to be removed for cleaning. Therefore, the Home Buyer says that the Home Builder has breached sections 1.3 and 4.1 of the Code.

The Home Buyer has requested that the Home Builder apologise, take the necessary steps to fix the drainage issue and provide compensation for the inconvenience and distress.

Defence
The Home Builder says that it has not breached any section of the Code. The alleged issue with the drainage covers is not a valid snagging issue. The Home Buyer's concerns were considered and the Home Builder responded appropriately. There are no defects with the drain covers or drainpipes installed at the Property and this aligns with the NHBC's assessment.

Findings
The adjudicator was satisfied that the Home Builder had, before completion, suitable systems and procedures to ensure it could reliably and accurately meet the commitments on service, procedures, and information in the Code as required under Section 1.3. The adjudicator found that the Home Buyer was provided with and signed the reservation checklist, the reservation agreement for the Property, and the Contract. The Home Buyer was also supplied with warranty documents and the Home Information Pack, which clearly set out maintenance responsibilities and warranty coverage.

The adjudicator was also satisfied that the Home Builder provided the Home Buyer with an accessible after-sales service regarding the drainage complaint. The adjudicator found that the drainage covers had been discussed, but the Home Builder considered that there were no defects with the drain covers or drainpipes installed at the Property, and this aligned with the NHBC's assessment. The adjudicator found that the Home Builder had a good faith and reasonable belief that it had made reasonable attempts to investigate the drainage issues and was of the view that no further work was needed. Furthermore, that the Home Builder was in dialogue with the Home Buyer throughout the dispute.

Decision
The claim did not succeed.

Adjudication Case 25 – February 2026 – HOME009430

Complaint
The Home Buyer says that the Home Builder incorrectly installed a communal air-sourced underfloor heating system that did not work properly upon moving in and was mis-specified for the property. Furthermore, the Home Builder has refused to install the missing smart home system and deal with a valid snagging issue with noise in the ceiling. Therefore, the Home Buyer says that the Home Builder has breached sections 1.5, 4.1 and 5.1 of the Code.

The Home Buyer has requested that the Home Builder pay £717.12 for the additional electricity costs due to inefficiencies of the system and installation defects, pay £750.00 for the additional heating panels required, pay £7,000.00 to have a smart home system installed and the maximum £500.00 compensation for the inconvenience and distress incurred.

Defence
The Home Builder has not provided a response to the Home Buyer’s claim.

Findings
The Home Buyer claimed that the Home Builder did not comply with section 1.5 of the Code because the plans, sales materials, and marketing materials were misleading and untruthful about the installation of a home smart system. The Home Buyer complained that no smart system was ever installed at the Property, despite the Home Builder’s sales staff stating that it would be, and this was also stated in the contract.

The Home Builder failed to respond to the Home Buyer’s claim, and 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 found evidence to suggest that the Home Builder was to install a smart system within the flat and this item was mentioned explicitly in the contract agreed upon by the Home Buyer. Accordingly, the adjudicator was satisfied that the Home Builder had not complied with Section 1.5 of the Code.

The adjudicator also found that the Home Builder did not provide an accessible after-sales service and did not entirely address the heating, noise and smart home issues within a reasonable period. The adjudicator found that it took multiple correspondences and multiple visits over two years to resolve the heating issue, and the Home Builder has not responded to the smart home or noise complaint. The adjudicator was therefore satisfied that there has been a breach of Section 4.1 of the Code.

The fact that it took over two years to resolve the Home Buyer's complaint concerning the heating completely and that the Home Builder has not responded to the smart home or noise complaints, the adjudicator found that the Home Builder did not have a system and procedures in place for receiving and handling service calls and complaints. Given the length of time it took to resolve the heating issues and the lack of responses to the noise and smart home complaints, the adjudicator found the Home Builder's response timescale to be unreasonable and a breach of Section 5.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to install a smart home system within the property. 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 installing a smart home system, on receipt of invoices provided by the Home Buyer, capped at £14,500.00. They were also directed to pay the Home Buyer the sum of £500.00 for the inconvenience caused by its breaches of the Code.

Adjudication Case 26 – February 2026 – HOME009458

Complaint
The Home Buyer says that the Home Builder constructed the Home's garage using a completely different brick type and colour than the main house. Furthermore, the Home Buyer was never informed about this change at any stage prior to purchase and as a result, the Home Buyer had no opportunity to approve or question the material change. This permanent and highly visible defect affects the appearance and value of the Home. Therefore, the Home Buyer says that the Home Builder has breached section 2.1 of the Code.

The Home Buyer has requested that the Home Builder provide an explanation for the different colour of brickwork, pay £12,000.00 to rebuild the garage in the correct brickwork, pay £5,000.00 due to the loss in value of the property and £2,000.00 for compensation for the inconvenience and distress incurred.

Defence
The Home Builder says that it has not breached any section of the Code. The Home Buyer was aware of the different brick finish before completion as evidenced by Section 2 of the signed checklist where the Home Buyer has answered yes to the question *"have you been shown details of external finishes for your plot?"*. The checklist references the External Materials Schedule which lists the brick finish on the Home Buyers house as "Sussex Rural Multi" with the neighbours as 'Cardinal Rural Multi'. The garage was listed as in the 'Cardinal Red Multi'. This information has previously been communicated to the Home Buyer.

Findings
The adjudicator found that that the Home Buyer had confirmed in the checklist that he was shown details of the External Materials Schedule which lists the brick finish on the Home Buyers' house as "Sussex Rural Multi," while the garage was listed as "Cardinal Red Multi". The adjudicator was therefore satisfied that the Home Buyer was provided with details of the brick type to be used on both the main house and garage and had the opportunity to question the brick type before purchase. The adjudicator found no breach of the Code.

Decision
The claim did not succeed.

Adjudication Case 27 – February 2026 – HOME009491

Complaint
The Home Buyer says that the Home Builder did not deal with the Home Buyer's complaint regarding the installation of a dry verge on the Home's roof, and that the Home Builder did not act in accordance with Sections 5.1 and 5.2 of the Code.

The Home Buyer has requested that the Home Builder replace the dry verge units along the damaged edge in accordance with the manufacturer's installation instructions and by securing the end units; that the Home Builder investigate all properties on the development to ensure consistent installation; that the Home Builder send to the Home Buyer a written apology.

Defence
The Home Builder says that although it admits not dealing with the Home Buyer's initial complaint in accordance with its procedures regarding storm damage, the Home Buyer's complaint was appropriately investigated and dealt with. The Home Builder has made no offer of settlement.

Findings
The adjudicator found little evidence that the Home Buyer's complaint was thoroughly considered or investigated in substance by the Home Builder, or that the Home Buyer's contentions regarding the manufacturer's instructions were appropriately considered. The Home Builder itself admitted that the initial complaint was not handled properly (although the adjudicator acknowledged there was no detail to this admission and so considered the evidence before them). For the reasons outlined, the adjudicator found the Home Builder did not act in accordance with Section 5.1 of the Code.

Decision
The claim succeeded. The Home Builder was directed to attend and inspect the property, provide the manufacturer's installation instructions it followed in installing the dry verge, and explain, with reference to those instructions, how the installation of the dry verge is compliant. It was also directed to pay to the Home Buyer £250.00 for inconvenience and to send to the Home Buyer a written apology.

Adjudication Case 28 – February 2026 – HOME009147

Complaint
The Home Buyer says that the Home Builder did not comply with sections 4.1 and 5.1 of the Code because it delayed dealing with the ash tree defect. The Home Buyer has requested an explanation and removal of the tree.

Defence
The Home Builder says that it took steps to rectify the issue, and the delays were outside its control.

The Home Builder has removed the tree, arranged for the banking to be seeded with wildflowers and replaced the tree.

Findings
The adjudicator was satisfied the Home Builder provided an accessible after-sales service. The Home Buyer was made aware of the after-sales service, who to contact, what guarantees and warranties applied to the home and was in dialogue with the Home Builder throughout his dispute.

In relation to the Home Builder’s handling of the complaint, the adjudicator noted that once made aware, the Home Builder commissioned a survey and once in possession of the report, obtained permission from the local authority to fell the trees in the development. While there was a delay between June and November, the adjudicator was satisfied this was outside of the Home Builder’s control. Furthermore, the adjudicator was satisfied with the Home Builder’s explanation as to the safest way to fell the tree given the absence of any alternative.

The adjudicator was further unable to conclude that the Home Builder did not respond and provide updates in a timely manner to the Home Buyer.

Decision
The claim did not succeed.

Adjudication Case 29 – February 2026 – HOME009363

Complaint
The Home Buyer says that the Home Builder has failed to install a proposed footpath. At the time of purchase there was no mention that the footpath would not be constructed and therefore, the Home Builder has breached Section 2.1 of the Code. The Home Buyer has requested the Home Builder install some sort of pathway or steps in order to gain access to the adjoining path at the bottom of the slope which is already in place.

Defence
The Home Builder says that the proposed footpath cannot be installed due to a combination of technical and safety constraints, some of which only became apparent during the course of forming the external works. The Home Builder recognises the disappointment and inconvenience this has caused and has offered a contribution of up to £5,000 towards moving fees should the Home Buyer decide to relocate within the next 12 months; or a one-off payment of £2,000, payable now, in full and final settlement of the matter.

Findings
The adjudicator found that, before completion, the Home Buyer and their solicitors were presented with documentation showing a pathway going from outside the Home which went down a slope to join a path on the neighbouring estate, which then joins a roadway to the local shops. The adjudicator considered that the Home Buyer cannot expect the Property to be precisely the same as in the pre-purchase material. This is particularly so within the development, which is still under construction.

That said however, the adjudicator found the pre-purchase plans clearly showed a footpath linking the two developments and was persuaded that the Home Buyer was not provided with sufficient pre-contract information to help them make informed purchasing decisions. Accordingly, the adjudicator found the Home Builder had breached Section 2.1of the Code.

Further, the adjudicator accepted the Home Builder’s explanation that the steps could not be built safely and that the offer of recompense made to the Home Buyer was a reasonable one.

Decision
The claim succeeded. The Home Builder was directed to either contribute up to £5,000 towards moving fees, should the Home Buyer decide to relocate within the next 12 months; or a make a one-off payment of £2,000 to the Home Buyer should they decide to stay in the property.

Adjudication Case 30 – February 2026 – HOME009342

Complaint
The Home Buyer says that the Home Builder has failed to consider their complaints relating to the installation of the bathtub, and the subsequent occurrence of leaks. The Home Buyer has requested compensation for the costs of replacing the bathtub, and compensation for the inconvenience and distress caused.

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

Findings
The adjudicator found that when the Home Buyer first reported issues of a leak with the bathtub, this was resolved the same day by the Home Builder and there were no further issues reported relating to the bathtub until 11 months after. The adjudicator was satisfied that the Home Builder had provided a reasonable standard of after-sale service as the Home Buyer was provided with the means of reporting an emergency, and a plumber was scheduled to attend the same day and resolve the issue.

When further concerns were raised 11 months later, the adjudicator noted that the Home Builder attended, noted the issue reported, but the Home Buyer did not wish for works to proceed to the bathtub as they wished to monitor the issue and assess their options. The adjudicator was again satisfied that an adequate level of after-sales service had been provided.

While the adjudicator acknowledged that the Home Buyer disagreed with the Home Builder's assessment of the issues raised a further two years later, the adjudicator was satisfied that he Home Builder had acknowledged the issue reported, advised the Home Buyer that the warranty period had lapsed, and when a specific claim was made regarding the bathtub's installation, this was promptly investigated into. The adjudicator was further satisfied that the Home Builder also provided its final response to the Home Buyer regarding their complaint within a reasonable period of time after the technician had attended and correctly signposted them to their home warranty provider. The adjudicator found that the Home Builder had acted in accordance with its obligations under Sections 4.1 and 5.1 of the Code.

Adjudication Case 31– February 2026 – HOME009329

Complaint
The Home Buyer says that the Home Builder was in breach of the Code in that it failed over a period of more than two years to carry out adequate investigations of a foul smell in the Home. This has been found to have emanated from the drains due to back flow in the private sewer. The Home Buyer says that the Home Builder did not support her until she obtained a private plumber's survey that identified the problem, despite many contacts and complaints. She says that she had been advised in February 2023 not to use her downstairs toilet, and she asks for an apology and £15,000.00 compensation.

Defence
The Home Builder says that it responded to each contact from the Home Buyer and there was no clear evidence initially that the problem concerned the drainage. It says that there is no evidence that the Home Buyer was advised not to use her downstairs toilet and, following identification of the problem, it has carried out all necessary remedial works. It made a goodwill offer of £1,000.00 which was rejected. The Home Builder denies liability for the claim.

Findings
The adjudicator weighed up the Home Builder's assertions that it repeatedly investigated the Home Buyer's individual complaints within a reasonable time against the Home Buyer's observations that the Home Builder gave "false information" on several occasions and declined to support the Home Buyer in connection with the drainage issues, until the Home Buyer paid privately for a drains company to assess the issues and then raised this with her warranty provider.

The adjudicator was mindful that the contractors used were the Home Builder's "specialist contractor" who were appointed to carry out this investigation on behalf of the Home Builder. The adjudicator found this contractor was not an independent agent, but an agent for the Home Builder when it carried out investigations and works, and the Home Builder was liable for its errors (if any) as well as any limitation on the scope of investigations that it could carry out.

On balance, the adjudicator found that the Home Builder did not adequately investigate the Home Buyer's complaint within a reasonable time. The adjudicator found that from the point when the Home Builder was informed that the unpleasant odour was intermittent and affected several homes, through a period in which the Home Buyer had complained of an intermittent odour and in which it had been alerted that other plumbers thought that there was a drainage issue, the Home Builder was on notice that this was a potential external issue that could need a CCTV survey. The Home Builder continued to respond only to individual complaints and did not direct a CCTV survey. This meant that the Home Buyer's concerns continued for far longer than would have been reasonable to expect her to wait for resolution and, in the event, only occurred because she, and not the Home Builder, arranged for a thorough assessment of the situation. The adjudicator found that the Home Builder was in breach of section 5.1 of the Home as a result.

The adjudicator did not find that there was a breach of section 4.1 of the Code because the Home Buyer had not evidenced difficulties in accessing the Home Builder's after-sales processes in order to raise her concerns. The adjudicator found that the breach occurred because these were not resolved in a reasonable time.

Decision

The claim succeeded. The Home Buyer was awarded £500.00 for the inconvenience caused and an apology.

Adjudication Case 32 – February 2026 – HOME009302

Complaint
The Home Buyer says that the Home Builder did not deal with the Home Buyer's complaint regarding damage caused by a leaking sewage pipe as required by Section 5.1 of the Code; and that the Home Builder did not act in accordance with Section 4.1 of the Code in not dealing with the Home Builder's complaint professionally and empathetically. The Home Buyer has requested that the Home Builder pay the £3,820.00 costs of remedying the remaining work and send the Home Buyer a written apology.

Defence
The Home Builder says that it is willing to deal with the complaint and the issues, but that the Home Buyer has not permitted the Home Builder access in order to do so. The Home Builder states that the Home Buyer has not responded to its communications in order to enable the resolution of the issues. The Home Builder has made no offer of settlement.

Findings
The adjudicator found that there was no dispute between the parties about the facts which gave rise to the complaint. A leak in a sewage pipe was discovered. This caused secondary damage to the hallway carpet, underlay, skirting boards, wall plaster, architrave, and door frame at the entrance of the Home.

However, the adjudicator found that the Home Builder did not deal with the complaint as Section 5.1 of the Code requires. The adjudicator concluded that a reasonable consideration of the Home Buyer's complaint should have led to the proposal to replace the carpets, which had been soaking in sewage for around 20 months. The adjudicator was not satisfied that the proposal to clean the carpets was a demonstrably reasonable outcome of a full consideration of the issue and that it was not reasonable to expect the Home Buyer to have continued to live with a carpet which had been in contact with raw sewage for 20 months.

Furthermore, the adjudicator found the effect of the Home Builder stating that the other works would only be done at the same time as the carpet was that the Home Buyer was put in a "take it or leave it position" regarding the entirety of the works, creating pressure to agree to the Home Builder's proposal. The adjudicator concluded that there was no reason, pending the resolution of the dispute regarding the carpeting, to proceed with the other elements of the work.

The adjudicator also found that the Home Builder did not deal with the complaint in a reasonable time as Section 5.1 requires. The adjudicator concluded that a delay of over 7 months in resolving a complaint (as was the case here), would normally have to come with particularly cogent and convincing reasons as to why, given the circumstances, such delay was nevertheless reasonable as Section 5.1 requires. The adjudicator found that the Home Builder had not given such reasons. The adjudicator determined that delays along the way had been caused by the Home Builder's maintenance of unreasonable positions regarding dealing with the issue; by failures to respond in a reasonable time and by inefficiencies of maintaining one position.

Having concluded this, the adjudicator determined that if the Home Builder was not able to reasonably colour match the carpet with the other adjoining carpets, the other adjoining carpets should also be replaced. The adjudicator considered this to be reasonable given the Home Buyer should not be placed in a less advantageous position than the one the Home Buyer contracted for, because of an issue which lay within the responsibility of the Home Builder efficiently to address.

The adjudicator did not however find a breach of section 4.1 of the Code. This was because the complaint, in its essence, did not allege that the after-sales services was not either explained, or (in principle) inaccessible. Instead, the complaint was about the way in which the complaint was dealt with as per section 5.1 of the Code.

Decision
The claim succeeded. The Home Builder was directed to deal with the replacement of the carpets in the hallway and adjoining spaces of the Home; the underlay in the hall area, skirting boards, wall plaster, architrave, and door frame; failing which, the Home Builder was to pay the Home Buyer the reasonable evidenced costs of the required work up to the limit of the Scheme. The Home Buyer was also awarded an apology and £500.00 for the inconvenience caused.

Adjudication Case 33 – February 2026 – HOME009358

Complaint
The Home Buyer says that the Home Builder omitted to disclose the presence of an oak tree on his boundary and in land that he says is owned by a third party. This has now become the subject of a tree preservation order. The Home Buyer did not want a tree and regards it as a source of future cost and inconvenience. He complains also that the Home Builder used his name without the Home Buyer's consent when making an application to the local authority for work to be done to the tree. The Home Buyer alleges breaches of sections 2.1 and 5.1 of the Code for and asks for £15,000.00 compensation and for the Home Builder to remove his name from the application for permission for tree works. And evidence this to the Home Buyer.

Defence
The Home Builder agrees that it should have explained the presence of the tree to the Home Buyer and says that it has offered compensation of £1,500.00 towards the future costs of maintaining the tree. The Home Builder says that it has also carried out turfing work to the Home Buyer's rear garden as a gesture of goodwill. It denies further liability.

Findings
In considering the claim, the adjudicator was mindful that the Home Buyer advised that the opportunity to sit in the sunshine and not in the shade throughout the seasons on his return from work was a relevant consideration in his purchase decision and, in light of this explanation, found it likely to have been the case and that the Home Buyer was therefore adversely impacted by the tree. Further, that a semi-mature oak tree did not fit the description of a "small tree" within the meaning of the planting of the "buffer zone".

The adjudicator also noted that the Home Builder agreed that the presence of the tree should have been explained to the Home Buyer prior to his purchase of the Home and says that this was "a genuine error" that he wasn't.

The adjudicator considered the pre-purchase information that the Code requires is given to Home Buyer and noted that the items listed in the Guidance are not exhaustive and that the Code makes clear that information about the various matters must be "included". The adjudicator determined this meant that other considerations may also be relevant.

The adjudicator noted that although section 2.1 of the Code does not make reference to aspects of the landscape that fall outside the boundary of the Home (and its garden), such matters may foreseeably affect a purchasing decision. The adjudicator was mindful that potential buyers are frequently influenced by the direction of a plot in relation to the movement of the sun and the impact of shade on the use of the immediate environment and found that a prospective customer would foreseeably have been influenced by the presence of a large tree in connection with his choice of plot. The adjudicator concluded that even though the tree was located outside the Home and garden, its presence could reasonably have affected a consumer's purchasing decision and therefore found that the Home Builder's omission to give information about the tree to the Home Buyer, prior to the exchange of contracts, was not consistent with this obligation. The adjudicator found that the omission to tell the Home Buyer about the tree was a breach of section 2.1 of the Code.

The adjudicator also found that the pre-plaster visit was not persuasive to correct any misunderstanding that could have arisen from the Home Builder's initial demonstration of inaccurate plans. The adjudicator noted the exchange of contracts pre-dated any pre-plaster visit; although the record of the pre-plaster review states that the Home Buyer would "confirm fences and boundaries", this did not happen, or if it happened in part, it did not happen in a complete or accurate way; the Home Buyer did not have the opportunity to walk the boundary during this inspection and that the Home Buyer was told that the foliage that he could see from inside the Home would be removed which, at least in relation to the tree, was not possible.

The adjudicator also considered the alleged breaches of section 5.1 of the Code which requires the Home Builder to act on a complaint, investigate it and to make a decision about what further work should be done, if any. The adjudicator noted that in a complicated case such as this, where there was initial doubt about the ownership of the tree and the parties' ability to deal with the tree freely, which have been affected by the decision of a third party, they did not find that it was a breach of the Code that the Home Builder was initially incorrect about the ownership of the tree, or that it misunderstood the Home Buyer's position when making an application to the local authority for permission for tree works. On balance, the adjudicator did not find that there had been a breach of this section.

As to the Home Buyer's request for his name to be removed from the previous application to the local authority for works to the tree, the adjudicator found that it was probable that there was a misunderstanding between the parties as to whether the Home Builder should use the Home Buyer's name as well as its own when making an application for permission for tree works. The adjudicator found that this was a further unintended consequence of the breach of section 2.1. The adjudicator found that it was fair and reasonable to direct practical action to correct the situation to the extent that this was possible, notwithstanding that removing the Home Buyer's name from an application that had already been made and refused was now not possible. Therefore the adjudicator found that it was possible to direct the Home Builder to write to the local authority, explaining that the Home Buyer had not been party to the application and that he wanted this to be explained to them and further that the Home Builder should provide a copy of this letter to the Home Buyer and also make an apology in writing.

In further considering the remedy, the adjudicator noted that the Home Builder had determined in its complaint handling processes that £1,500.00 was the appropriate figure to compensate the Home Buyer for the additional expenditure to which he will be subjected and which the adjudicator considered they could therefore award in addition to any further costs and/or inconvenience.

Decision

The claim succeeded. The Home Builder was directed to pay £1,500.00 compensation as compensation for ongoing costs; £115.00 towards the purchase of tools to maintain the tree; £500.00 for inconvenience caused. Further, to write to the local authority explaining that the Home Buyer had not been party to the application for permission to undertake tree works and to make clear in that letter that the Home Buyer wanted this to be explained. A copy of the letter to the local authority is to be provided to the Home Buyer, together with a written apology for including the Home Buyer's name in the application.

Adjudication Case 34 – February 2026 – HOME009670

Complaint
The Home Buyer says that the Home Builder did not comply with the requirements of sections 1.5 and 2.1 of the Code and misrepresented the Home, because the sales agent said that the Home would not be overlooked. The Home Buyer has requested the Home Builder take some practical action.

Defence
The Home Builder says that the Home Buyer was shown plans of the development and it built the Home in accordance with those plans. The Home Builder has not made an offer of settlement.

Findings
The adjudicator acknowledged the Home Buyer's assertion that the sales agent explicitly told her that the Home would not be overlooked. However, they explained that they could only make a decision based on the evidence provided by the parties and given that the Home Buyer had not provided any evidence of what she was told by the sales agent, such as notes taken at the time of the sales meeting, found insufficient evidence to show that the Home Builder did not comply with the requirements of section 1.5 of the Code.

The adjudicator was further satisfied that the Home Builder complied with the requirements of the Code when it showed the Home Buyer plans of the development at the reservation stage; it recorded details of the plans shown on the Reservation Checklist, and it asked the Home Buyer to sign the Reservation Checklist to confirm that she had been shown the listed documents. Therefore, the adjudicator found that the Home Builder complied with the requirements of section 2.1 of the Code.

Decision
The claim did not succeed.

Adjudication Case 35 – February 2026 – HOME009666

Complaint
The Home Buyer alleges the Home Builder committed various breaches of the Code citing there were communication delays, and dishonest and misleading communication; delays resolving the seven-day list; safety and site concerns; concerns about document integrity and that the Home Builder put legal and reservation pressure on the Home Buyer.

The Home Buyer has claimed an apology; an explanation; and £12,236.69 compensation. The compensation includes: £3,228.00 for mortgage and other expenses when the move in was delayed; £2,384.62 for annual leave spent dealing with snagging issues; £874.07 for time spent on calls and emails; £500.00 for inconvenience for both the Home Buyer and his partner; £2,000.00 for loss of income for both the Home Buyer and his partner; £100.00 for plumbing work; £300.00 for damage to cars; and £350.00 loss of enjoyment of holiday.

Defence
The Home Builder acknowledges some service shortfalls but says that it complied with the requirements of the Code. The Home Builder has not made an offer of settlement.

Findings
The adjudicator acknowledged that the Home Buyer had raised concerns about compliance with various requirements of the Code, and while he had provided evidence to support his claims, the adjudicator found insufficient evidence to prove breaches of sections 1.1; 1.3,1.4, 3.2, 3.3 and 4.2 of the Code.

However, the adjudicator did accept that the Home Buyer had to deal with a significant number of staff during the sale, purchase and completion stages of the Home annd as such, the Home Builder breached section 2.2 of the Code in respect of providing the Home Buyer with the details of who to contact during the sale, purchase and completion stages.

While the Home Buyer complained that pressure was put on him to use the Home Builder's legal representative, the adjudicator found nothing in the Home Builder's suggestion that the Home Buyer use its legal advisors that was so threatening that it reasonably deprived him of the freedom he would otherwise have enjoyed to refuse that suggestion. As such the adjudicator found no breach of section 2.5 of the Code.

In relation to the reservation agreement, the adjudicator found that by amending the reservation agreement without notice to the Home Buyer constituted a breach of section 2.6 of the Code. The adjudicator concluded a further breach when they found that no exchange deadline was specified in the signed reservation agreement and that the Home Builder did not have the right therefore, to consider that the reservation had expired when there was a delay exchanging contracts and should not have emailed the Home Buyer saying that it would issue a deadline for exchange as a result. Conversely, the adjudicator was satisfied that the reservation agreement did provide details of the estimated cost of any management services.

The adjudicator noted that Section 4.1 of the Code requires home builders to provide an accessible after-sales service and explain what the service includes, who to contact, and what guarantees and warranties apply to the home. While the adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout his dispute, and, therefore, he had access to the after-sales service, they found that the Home Buyer was not always updated about staff changes and who he should contact, and therefore there had been 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 buyers’ complaints, as it was clear that there had been ongoing discussions between the parties regarding the issues raised. However, the adjudicator found that changes of personnel were not always notified to the Home Buyer in a timely manner, and resolution of concerns was sometimes delayed when staff were not available. The adjudicator concluded that the Home Builder did not always deal with the Home Buyer’s concerns in a timely manner, there were delays, and the Home Buyer had to chase for responses and as such, breached section 5.1 of the Code.

Decision
The claim succeeded. The Home Builder was directed to pay £500.00 for the inconvenience caused and issue an apology.

Adjudication Case 36 – February 2026 – HOME009429

Complaint
The Home Buyer says that the Home Builder is in breach of the Code in respect of sections 1.3, 1.5, 3.2, 4.1, 4.2 & 5.1. She complains that the development has not been constructed in the time promised before exchange of contracts, substantial delays in carrying snagging work, health and safety concerns and poor customer service and complaints handling. The Home Buyer has claimed an apology, acknowledgment of breaches of the Code and £15,000.00 compensation for moving.

Defence
The Home Builder says that it is not liable for this claim. It says that there have been delays in construction due to market conditions which meant that work on site has gone on for longer than expected and the Buyer's other complaints have been addressed in accordance with its complaints process, even though the Home Buyer did not always follow this and sometimes sent multiple emails on a single day.

Findings
Firstly, the adjudicator addressed the Home Buyer's concerns about the level of compensation awarded and explained that they had no jurisdiction to award compensation for loss of value of the Home Buyer's home (as claimed) as this falls outside of the scope of the scheme. Further, that awards for compensation, where a breach of the Code is found, is limited to the threshold of the scheme and dependent on which edition of the Code applies.

The adjudicator advised that when considering what information is "enough", that where a prospective buyer has informed a Home Builder about an aspect of the development or the purchase that is causing particular concern to that buyer alone, "enough" information should include suitable responses on that issue. If the Home Builder does not provide sufficient information, there may be a breach of section 2.1, even though there has been no breach of section 1.5.

The adjudicator noted that the Home Buyer said she was "promised it would not take longer than a year to complete in 2023" but commented that it is not a breach of section 1.5 where a Home Builder states at the outset what it intends to provide and then, for reasons that were not apparent at the time, is unable to achieve this. Whether or not a buyer should be informed of a decision or of potential risks that the promise cannot be achieved, depends on all the circumstances.

Furthermore, the adjudicator was mindful that if a buyer intended to place weight on a pre-contractual statement such that it is critical to their ability to remain resident in the Home, it would reasonably be expected that the Home Buyer's reliance on this circumstance would form a condition of the contract and found no obvious reason why a Home Buyer would not communicate her reliance on such a promise to her solicitor, and the solicitor would then reasonably be expected to include this reliance in the contract. The adjudicator concluded that this would then give rise to a transparent situation where a Home Builder would be aware of the contractual significance of a Home Buyer's reliance on a statement made in the non-contractual circumstances of reservation.

The adjudicator noted that the contract made a number of assertions about delays, although these largely related to completion of the Home rather than the development as a whole and found that the Buyer would not have expected certainty about when the development would be finished. Additionally, the adjudicator noted that the contract required that the Home Builder not to be bound by statements that are not in writing and the Home Buyer has acknowledged that all marketing statements and materials were for guidance only.

The adjudicator also considered that, due to the occupation of the Home Buyer, it was likely that she would have been concerned to enquire and would want to receive answers from the Home Builder that were reliable about the construction of the development. The adjudicator found that the extent of the discrepancy between the anticipated completion date for the development and that now suggested by the Home Builder is sizeable when taking account of the extensive work that is ongoing to the development and not merely to finishing phases. The adjudicator found it would not reasonably be anticipated that the 15 to 20 remaining houses could not have been completed or that the estate roads and pavements would also be in disrepair.

On balance, the adjudicator found that the information given to the Home Buyer was unlikely to have been accurate at the time that it was given and that, therefore, there was a breach of sections 1.5 of the Code, and also of section 2.1 of the Code because the information given was not corrected.

The adjudicator did not find however, that the Home Buyer was given unreliable information about the date of handover of the Home, even though the adjudicator found that the Home Buyer was given unreliable information about the completion of the development. The adjudicator was satisfied that the reservation agreement provided an anticipated build completion and legal completion date and albeit the Home Buyer requested a delay, there was nothing to indicate a breach of the Code. As for the development, the adjudicator found that the Code does not require a Home Builder to give precise information about when the development will be completed, and the Home Builder therefore was not in breach of section 3.2 of the Code because that information was unreliable.

The adjudicator did find breaches of sections 4.1 and 5.1 of the Code. The adjudicator found that the various emails put forward by the parties as evidence illustrated increasing frustration on the part of the Home Buyer because she had not been given answers to questions; work had been promised that then had not taken place; additional problems had developed (for example, discovery of a large leak due to incorrectly assembled plumbing); workmen had not attended when expected and the Home Buyer became increasingly distressed. The adjudicator further noted that the Home Builder accepted that the standard of service provided to the Home Buyer was not as expected and further noted that some matters still remain unresolved.

The adjudicator further considered the actions of the Home Builder’s contractors on site and inferred that the Home Builder had been in breach of section 4.2. While the adjudicator could not direct the Home Builder to take any specific actions in respect of the running of its site, they could direct the Home Builder to give an explanation to the Home Buyer about its systems in place to keep her safe and direct an update on the completion of the estate roads.

Decision
The claim succeeded. In respect of the Home Buyer's complaints about:
a. Repeated blockages in the downstairs toilet
b. Cracks in the wall in the dining room by the patio doors and in the walls above the door in the master bedroom
c. The door in the master bedroom that does not shut
d. The garden gate that does not shut, and
e. Lumps in the turf

the Home Builder was directed to investigate the Home Buyer's concerns and tell her in writing whether it intends to undertake further snagging work. If the Home Builder agrees to undertake snagging work, it shall carry out all works within the time permitted by the Rules of this Service.

The Home Builder was further directed to carry out the relaying of the bathroom floor; provide an explanation to the Home Buyer in writing about its systems in place to keep her safe on a site under construction and give an update in writing about the timing of the likely completion of the estate roads, including the pavements.

The Home Buyer was also awarded £500.00 for the inconvenience caused.

Adjudication Case 37 – February 2026 – HOME009193

Complaint
The Home Buyer says that the Home was not properly signed off and the after-sales service was poor. The Home Buyer has requested an unspecified amount of compensation.

Defence
The Home Builder says that the Home was singed off by the warranty provider, and the Home Builder has investigated and resolved reported snagging issues. The Home Builder previously offered £1,500.00 compensation.

Findings
The adjudicator first noted that the Home Buyer's concern that the Home was not signed off after completion does not form part of the Code, as the Code relates to the relationship between a Home Buyer and a Home Builder. Therefore, they were not able to consider this part of the claim but nevertheless noted that the Home Builder provided a copy of the warranty certificate (provided by the warranty provider) after it inspected and signed off the Home. The adjudicator was satisfied that the Home was inspected by the warranty provider and, as a result, a valid warranty was provided.

The adjudicator found that while the Home Builder investigated and resolved a number of alleged defects, the issues recurred after they had been investigated and remedial work undertaken, which meant that some issues had to be reported and further work completed multiple times before they were resolved. The adjudicator also found that there were multiple delays and the Home Buyer had to chase for responses and action, and she had to raise formal complaints before action was taken. Further, the emergency contact number did not work on more than one occasion, and the Home Buyer was not able to access emergency help. The Home Builder itself acknowledged that the timescales for resolving all the snagging issues was not acceptable.

While the adjudicator was satisfied that the Home Builder had systems and procedures for receiving, handling and resolving Home Buyer's complaints, they found they had not dealt with the Home Buyer's concerns within a reasonable time, and had not provided accurate information about the likely timescale for resolution of these issues. The adjudicator found these to be breaches of section 5.1 of the Code.

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

Adjudication Case 38 – March 2026 – HOME009763

Complaint
The Home Buyer says that the Home Builder did not comply with the requirements of sections 5.1.2 and 5.1.3 of the Code, because it did not resolve the carport/canopy issue in a timely manner. The Home Buyer has requested the Home Builder rectify the issue.

Defence
The Home Builder says that it engaged with the Home Buyer, carried out remedial work and provided its final position. The Home Builder has offered to jointly inspect the alleged defect.

Findings
While the adjudicator was satisfied that the Home Builder had systems and procedures for receiving, handling and resolving Home Buyers' complaints, they found that 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 investigating and resolving the dispute.

Further, given that two expert reports gave opinions that the water ingress and render issues were caused by a lack of seal between the wall and canopy, the adjudicator found that the Home Builder had not provided a reasonable response to the Home Buyer's concerns and concluded there had been breaches of section 5.1 of the Code.

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

Adjudication Case 39 – March 2026 – HOME009381

Complaint
The Home Buyer claims that the Home Builder is in breach of section 4.1 of the Code for not providing an adequate after-sales service or resolving legitimate defects in a timely manner. The Home Buyer claims that the Home Builder is in breach of section 5.1 of the Code for not dealing with the defect complaints "properly, including unreasonable delays in responses and lack of resolution." The Home Buyer has claimed £7,500.00 in compensation for the time and effort spent trying to resolve the problem and to allow them to get the remedial works carried out. In the alternative, the Home Buyer requests that the rubble is removed, the existing soil is replaced with suitable quality topsoil, and new turf is laid to a professional standard.

Defence
The Home Builder denies any breach of the Code and does not consider the compensation claim valid because there is no building defect, there is no evidence of loss, no quotations or independent reports have been provided, and the claimed sum is disproportionate to the work required. The Home Builder states that the final landscaping report identified that the garden required maintenance (the responsibility of the homeowner) consisting of aeration, scarification, seed and feed. No other works were required. The Home Builder has offered to complete the recommended works or pay the equivalent cost for the works, but the Home Buyer has rejected these offers.

Findings
The adjudicator found that whilst the Home Builder visited the property to inspect the landscaping, no written communication was sent to the Home Buyer, setting out its position, for seven months. The adjudicator therefore concluded that leaving a period of over seven months after a defect inspection, before providing a written response (once chased), was evidence that the after-sales service was not accessible, and in this respect, found that the Home Builder had breached section 4.1 of the Code.

Further, the adjudicator concluded that as a result of such a delay in responding, the Home Builder did not have a system in place to resolve the complaints within an appropriate time and therefore found that the Home Builder had also breached section 5.1 of the Code.

Decision
The claim succeeded and the Home Buyer awarded £300.00 for the inconvenience of the breaches has caused.

Adjudication Case 40 – March 2026 – HOME009116

Complaint
The Home Buyer says that it informed him that it would clearly mark and monitor visitor parking spaces on the development, but it has not done so. The Home Buyer has requested that the Home Builder should mark and ensure the monitoring of visitor parking spaces on the development.

Defence
The Home Builder says that it is not required to mark and monitor the visitor parking spaces. No offer of settlement has been made.

Findings
The adjudicator found that the evidence did not support the Home Buyer's position that the Home Builder informed him at the pre-purchase stage that it would mark and monitor all the visitor parking spaces and did not find a breach of Code Section 2.1.

On the basis of the site plan, the adjudicator was unable to conclude that the Home Builder had represented that the visitor parking areas would be marked in the same way as shown on the plan. The adjudicator found the purpose of the site plan was to inform the Home Buyer of the location and use of the areas allocated for visitor parking, rather than a representation regarding the marking of the area. The adjudicator found that it is typical for site plans to use markers such as lines or alphabets to show designated areas on the plan, though it is not necessarily the case that signage used on a plan would be replicated in the same way in the construction. The adjudicator's view was that it is possible to interpret the site plan as simply indicating that the marked areas on the plan are the designated visitor parking areas, rather than an indication that the visitor parking would be marked and/or demarcated as shown on the plan.

The adjudicator was further satisfied that the Home Builder had acted reasonably when writing to the residents on the development stating that it had received reports about parking on the development and informing residents to use their allocated parking spaces and that visitor parking spaces are for visitors.

Decision
The claim was unable to succeed.

Adjudication Case 41 – March 2026 – HOME009605

Complaint

The Home Buyer says that the Home Builder has not dealt with complaints relating to snags and defects as required by Section 5.1 of the Code; that the Home Builder has not provided an accessible customer service as required by Section 4.1 of the Code; and that the Home Builder has not provided pre-purchase information as required by Section 2.1 of the Code. The Home Buyer has requested that the company reimburse them for adjusted mortgage rates, that the company reimburse £15,699.12 for mortgage payments, £4,165.20 for storage costs of household contents, and increased transport costs; and that the company compensate the customer for inconvenience.

Defence

The Home Builder says that it provided correct information at the pre-purchase stage, and although it acknowledges that the remedy of defects has fallen short of its standards, some of this issue has been caused by the non-availability of the Home Buyer. The Home Builder has made no offer of settlement.

Findings

The adjudicator considered the complaint of there being no dual heating installed which the Home Buyer stated was mentioned in pre-purchase meetings. While the Home Builder stated in their defence to the claim that there was no provision for dual heating, they did not address what was told to the Home Buyer at the pre-purchase stage and therefore did not contradict the Home Buyer's account.

The adjudicator found that that the information given should be "fair and reliable" and was satisfied that the information concerning dual heating was not reliable in that the specification of the property did not include provision for it. The adjudicator found that the Home Builder had not acted in accordance with Section 2.1 of the Code.

The adjudicator found that there was no representation made concerning social or affordable housing and concluded that it was not reasonable, on the part of the Home Buyer, to assume that the Home Builder would be in any position to be able to accurately predict the future of affordable/social housing in the area. This is subject to many factors, all of which lie outside the control of the Home Builder.

In relation to the provision of the after-sales service, given the Home Builder did not refute the Home Buyer's claims, the adjudicator concluded that the Home Builder had not provided an accessible after-sales service. The adjudicator found that phone calls and emails had been unanswered and the Home Buyer has been passed between six or seven different agents in two years. This was a breach of Section 4.1 of the Code.

In relation to the complaint handling, the adjudicator considered the Home Buyer's detailed account of a wide range of defects which either had been left unaddressed by the Home Builder, or where the Home Builder's action took a very long time. The adjudicator felt that this detailed account required an equally detailed, cogent and convincing response by the Home Builder to demonstrate why, despite the numerous complaints, the long wait (sometimes around two years) and the lack of action on some items, the Home Builder has nevertheless acted in accordance with Section 5.1.

The adjudicator concluded that the Home Builder's response did not meet these requirements and without giving many details, the Home Builder simply acknowledged that "... there have been occasions where our service has fallen short of ... standards" but that on various unspecified occasions, the Home Builder had not been given access to the works when required. The Home Builder provided no details of when these occasions were, or what works were concerned and the adjudicator therefore found that the evidence of the Home Buyer on the point of the conduct of the Home Builder in relation to dealing with defects was to be preferred. The adjudicator therefore found that the Home Builder had not acted in accordance with Section 5.1 of the Code.

Decision

The claim succeeded. The adjudicator determined the Home Builder should deal with all remaining issues in the Home; failing which, the Home Builder shall pay to the Home Buyer the reasonable evidenced costs of third-party work to remedy the issues as well as paying £500.00 for the inconvenience caused.

Adjudication Case 42 – March 2026 – HOME009534

Complaint

The Home Buyer says that the Home Builder is in breach of sections 4.1 and 5.1 of the Consumer Code for Home Builders. The Home Buyer has requested an apology, an explanation, practical action to complete the snagging repairs she has raised and £1,000.00 compensation.

Defence

The Home Builder says that there have been delays in dealing with the Home Buyer's snagging issues, but it has committed to fixing any snagging issues reported within the warranty period. The Home Builder has also agreed to pay the Home Buyer a £1,000.00 gesture of goodwill and this offer is continuing.

Findings

The adjudicator noted that the Home Builder had accepted the thrust of the Home Buyer's complaint and which had been substantiated by the evidence to the claim, and further, that the Home Builder had agreed that it should carry out the necessary works. While some works had been undertaken post the initiation of the claim, the issues regarding the landscaping remained and the Home Buyer was still awaiting a response.

Taking this into account, the adjudicator found that although a Customer Care service was in theory provided by the Home Builder, it was not accessible to the Home Buyer because the Home Buyer had not been handed over to that service. It followed that the Home Buyer, despite trying to contact the Customer Care team, was required to engage with the site team, which was not dedicated to providing an after-sales service but was focussed on site management as a whole. The adjudicator found that this was a breach of section 4.1 of the Code.

The adjudicator also found a breach of section 5.1 of the Code as the Home Builder failed to investigate the issues raised by the Home Buyer and reach a decision on which they advised the Home Buyer of the outcome within a reasonable time.

Findings

The claim succeeded. The Home Builder was directed to, if not already done so, complete the planting to the front of the Home Buyer's Home in accordance with its planting plan for the Home/development; pay the £1,000 compensation for inconvenience previously offered and provide an apology.

Adjudication Case 43 – March 2026 – HOME009472

Complaint
The Home Buyer says that she complained about certain snagging matters in November 2022 and, as these were not completed, took her complaint to NHBC. The Home Builder was directed to carry out works, but these have been delayed by discovery of a structural fault, the rectification of which will require the Home Buyer to leave the Home for 6 to 8 weeks. She complains of delay, poor communications and refusal on the part of the Home Builder to explain its compensation package. She asks for directions that the work should be done and compensation of £15,000.00.

Defence
The Home Builder says that it is willing to carry out all work directed by NHBC and other snagging matters on a date to be arranged. The Home Builder says that the Home Buyer is not responding to agree suitable dates until this adjudication process is complete.

Findings
The adjudicator set out that they could only consider breaches of the Code and that disputes about a need for construction works and snagging work are issues that must be resolved by the Home Builder subject to the oversight of the Warranty Body. However the adjudicator could consider the way in which the Home Builder approached customer service issues relating to disrepair and snagging, questions of delay and poor communications. Further, that any compensation award for inconvenience is limited.

The adjudicator set out that having received a service call or complaint, the Home Builder should investigate the Home Buyer's issues and reach a decision and must advise the Home Buyer of the outcome within a reasonable time. If there is disagreement, the Home Builder must follow the stages of its complaints process. In this case, the dispute between the Home Buyer and Home Builder has been referred to NHBC and the adjudicator found that it is more likely than not that this would be the final determiner of complaints about snagging and construction problems. The adjudicator found that it was therefore implicit in the Home Builder's procedures that it would follow the outcome reached.

Having considered the detailed history of the complaint, the adjudicator was not satisfied that the Home Builder had complied with section 5.1 of the Code. The adjudicator found that the Home Buyer's complaints had not been fully dealt with three years later and that there was no explanation for the Home Builder's omission to complete the work. As such, the adjudicator found that the resolution was not within a reasonable time. Similarly, matters in relation to the structural issues proceeded very slowly.

The adjudicator further noted that the Home Builder had declined to comply with an outcome stated by its decision-making body in respect of the dual heating controls and had not therefore resolved this issue. The adjudicator explained that while they could not reach a decision about the need for snagging work, they could make a direction for the inclusion of this work as the issue had been decided by NHBC. The adjudicator therefore did so in order to ensure that the Home Builder resolved the Home Buyer's complaint in accordance with its commitment to its own complaints handling processes.

The adjudicator was mindful that the Home Builder had promised to “include an offer of goodwill in the correspondence following the investigation and ahead of further works”. Although the Home Builder had not denied that this was said, it was now refusing to state the level of compensation that it would provide and the adjudicator concluded that this was not, in the circumstances, a fair and reasonable approach to the conduct of its complaints resolution activities.

Decision

The claim succeeded. The Home Builder was directed to reimburse costs incurred of £80 and to:

a. Explain in writing the precise works to be undertaken by the Home Builder in respect of snagging defects affecting the Home when the structural work to the load bearing walls is completed. In addition to the list of contractors, also to identify the trades allocated to each defect to which the Home Builder will attend and the trades to which that defect will be allocated

b. Carry out the direction of NHBC to provide a dual zone system with two thermostats in accordance with NHBC’s Technical Requirements R1 Statutory Requirements and R2 Design and ensure compliance with Approved document Part L Conservation of fuel and power

c. State in writing the baseline level of compensation in accordance with the Home Builder’s policies and procedures that it will provide in respect of the inconvenience of the Home Buyer leaving the Home and explain in outline the circumstances that may cause this to be increased.

d. Explain in writing to the Home Buyer what position it will take on the provision of alternative four-bedroom accommodation, car charging, internet access and pet care while the construction repairs and snagging work is done.

e. State in writing to the Home Buyer and to NHBC the period within which the works directed by NHBC will be done, to be completed no later than 4 months from the date that the Home Builder is notified that the Home Buyer has accepted the Final Decision.

f. Pay £500 for the inconvenience caused.

Adjudication Case 44 – March 2026 – HOME009596

Complaint
The Home Buyer says that the Home Builder has provided poor customer service and has not promptly resolved the issue with booklice caused by moisture levels within the property. Therefore, the Home Buyer says that the Home Builder has breached section 5.1 of the Code. The Home Buyer has requested that the Home Builder take some practical action to permanently remove the infestation of booklice and pay £8,000.00 for the various repair costs to date and the inconvenience and distress incurred.

Defence
The Home Builder says that it has not breached any section of the Code. Following investigations and advice from industry specialists in both pest control and building pathology, it was found that booklice are not indicative of a structural defect, leak, or failure within the property. Furthermore, the Home Builder has attended the property multiple times, undertaken moisture checks within walls and internal structures, removed and inspected skirting boards and checked behind fittings, inspected loft spaces and external wall areas, arranged drainage and external landscaping improvements and provided a dehumidifier to further support moisture control within the property. Accordingly, the Home Builder has responded to the Home Buyer's requests and provided an accessible after-sales service.

Findings
The adjudicator concluded that whilst the Home Builder had not resolved the booklice issue within a period acceptable to the Home Buyer, and had not provided responses to the Home Buyer's satisfaction, they were satisfied that the Home Builder had a good faith and reasonable belief that the booklice issues were not a snagging issue or defect and that it had responded appropriately to the Home Buyer.

Further, the Home Builder had made various investigations and took advice from industry specialists in both pest control and building pathology. The adjudicator was satisfied that the Home Builder responded to the Home Buyer's enquiries, made numerous visits to the property, and also undertook repairs within the property. As such, the adjudicator concluded that an accessible after-sales service had been provided.

In relation to the complaint handling, the adjudicator noted that that the Home Builder made various visits to the property, undertook moisture checks, removed and inspected skirting boards, and checked behind fittings. They inspected loft spaces and external wall areas, arranged drainage and external landscaping improvements and provided a dehumidifier to further support moisture control within the property. The adjudicator found nothing to suggest that the timescales of the Home Builder's responses were unreasonable and there was no breach of section 5.1 of the Code.

Decision
The claim did not succeed.

Adjudication Case 45 – March 2026 – HOME009671

Complaint
The Home Buyer says that despite repeated complaints, the Home Builder has not dealt with issues in the Home as required by Section 5.2 of the Code; and that the Home Builder has located a Site Office in a way which creates a hazard and which is not compliant with Section 2.5 of the Code. The Home Buyer has requested that the Home Builder relocate the Site Office and resolve the remaining issues.

Defence
The Home Builder says that it acknowledges that the issue in the gardens requires remedy, but that the Home Builder has experienced delays outside its control in doing the work. The Home Builder further states that it has already acted to resolve other issues in the Home; and that the Home Builder has not raised any health and safety issues relating to the location of the Site Office. The Home Builder has made no offer of settlement.

Findings
In relation to the Home Buyer's complaints about the front and rear gardens, the adjudicator noted that the issues had not been resolved by the Home Builder almost eight months later and despite the Home Builder acknowledging the issue requires addressing. While the adjudicator understood that replanting might have to await the seasons, and that weather conditions hamper progress in outdoor landscaping works, they found that this did not account for the length of the delay. The adjudicator concluded that issues (whether of availability or otherwise) on the part of the Home Builder's subcontractor, did not remove responsibility from the Home Builder for ensuring the progress of remedial works and found there had been a breach of section 5.2 of the Code (fifth edition).

With respect to the Home Buyer's complaint about health and safety matters, the adjudicator noted the Home Buyer cited the inconvenience caused by early deliveries, incidents involving third party contractor vehicles, and what the Home Buyer considered to be unsafe parking practices. However, the adjudicator noted that the Home Builder had complied with the information it was required to give the Home Buyer in accordance with Code Section 2.5.2. The Home Builder supplied the Home Builder with a "Think Safety" information leaflet which the adjudicator accepted satisfied the requirements of this part of the Code.

Decision
The claim succeeded. The Home Builder was directed to resolve the issues in the front and rear gardens of the Home; failing which, pay the Home Buyer the reasonable evidenced costs of third parties doing the work.

Adjudication Case 46 – March 2026 – HOME009459

Complaint
The Home Buyer says that the Home Builder failed to address the reported issues with mould and damp in the Home for an extended period of time. The Home Buyer has requested compensation of £13,909.76 for the substandard work completed, and £500.00 for the distress and inconvenience caused.

Defence
The Home Builder says that it has fulfilled its obligations under the Code, and it has offered the Home Buyer a reasonable sum of compensation as a gesture of goodwill. The Home Builder has offered the Home Buyer compensation of £1,000.00.

Findings
The adjudicator set out that they could not consider if the Home Builder should be liable to compensate the Home Buyer on the basis that the Home was handed over in a defective state, or whether or not the Home Builder should have treated the mould and damp as a defect as these are technical arguments as to what should, or should not, be considered as a defect, and it is not something that is covered by the Code. The adjudicator could however consider how the Home Builder responded to such claims and as set out under sections 4.1 and 5.1 of the Code.

The adjudicator acknowledged that throughout the period of time in question, the Home Builder had been responsive to the Home Buyer's concerns, and the Home Builder had taken action to address these within reasonable periods of time. Further, given that the Home Buyer's reports of the mould and damp were sporadic, the adjudicator concluded it would be unreasonable to view these as a continuing breach of the Home Builder's obligations under the Code, when it would not have been reasonably aware of an underlying, ongoing, fault. However, the adjudicator was mindful that the Home Builder did not seek to undertake more thorough investigations into these concerns after some years post initially being reported and with an independent specialist, but it was not until after this specialist attended that more substantial works were carried out to address the problem.

The adjudicator considered the Home Builder could have taken such a course of action at a much earlier point in time, and their failure to do so has caused the Home Buyer a considerable degree of inconvenience and distress. This is more so the case when it is considered that the issue being reported was mould, and the photographic evidence provided of this issue showed that it was significant; it appeared to be black mould, which is considered to be a health hazard. The adjudicator found that this should have been treated with more urgency, and greater levels of action should have been taken at an earlier point in time. The adjudicator further found that while the Home Buyer's complaints had been responded to, they should have been provided with more due care and attention and at an earlier point in time. As a result, the adjudicator concluded that sections 4.1 and 5.1 of the Code had been breached.

Decision
The claim succeeded and the Home Buyer was awarded £500.00 for the inconvenience caused.

Adjudication Case 47 – February 2026 – HOME009187

Complaint

The Home Buyer claims that the Home Builder is in breach of section 4.1 of the Code (after-sales service) for not completing the remedial work to the correct standard to resolve the shower defects and plaster mites and in breach of section 5.1 of the Code (complaints handling) for not dealing with the defect complaints "properly and adequately."

The Home Buyer has claimed an apology in writing for the breaches of the Code outlined and for the stress caused and to explain why this situation happened. For the Home Builder to pay £10,000.00 in compensation for the stress caused and to allow them to get the shower remedial works carried out using their own contractors and to eradicate the plaster mites from the property.

Defence

The Home Builder believes that lack of grout maintenance caused the current shower tile defects and that it only applies to two tiles. Notwithstanding this, it is prepared to replace the two tiles and grout. The Home Builder believes that the plaster mites were caused because the Home Buyer did not live in the property for over 12 months following legal completion, and during this time the home was not ventilated as required. In addition to this, the vent system and the WC extractor fan had been switched off.

Findings

The adjudicator first ruled the complaint in relation to plaster mites was out of scope and there was no evidence this had first been raised within two years of legal completion with the Home Builder.

In relation to the after-sales service, the adjudicator noted the Home Builder responded to the Home Buyer's complaints and sent managers and contractors to the property to undertake the remedial work that was deemed appropriate. When the Home Buyer complained again the Home Builder responded on the same day. The Home Builder, or its sub-contractors, visited the Home on at least four occasions to address these issues and set out its final position on the latest shower issue in an email to the Home Buyer. Taking this into account the adjudicator concluded that the after-sales service was accessible to the Home Buyer and the Home Builder had not breached section 4.1 of the Code.

However, the adjudicator found that the Home Builder did not have a system in place to resolve the complaints within an appropriate time given that the work needed to be corrected on numerous occasions and the current issue seems to be in exactly the same location. This was in breach of section 5.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to carry out the required work to the ensuite wall tiling as stated in the NHBC Resolution Report dated 21 November 2025 under the "findings" and "next steps" sections; pay £300 for the inconvenience caused and provide an apology.

Adjudication Case 48 – February 2026 – HOME008926

Complaint
The Home Buyer says that the Home Builder provided incorrect information about the property's surroundings and removed access to a road leading to it. Furthermore, the Home Builder did not build the property according to plan and has not addressed the various snagging issues promptly. It also damaged the Home Buyer's car and the property while undertaking repair works and did not heed professional advice. The Home Builder also provided poor customer service throughout the dispute, causing inconvenience and distress.

The Home Buyer says that the Home Builder has breached various sections of the Code and has requested that the Home Builder apologise, ensure that all outstanding issues are resolved to the appropriate standard, including coordination with qualified third-party contractors where necessary, pay £15,000.00 for the various repairs required to the property and the inconvenience and distress incurred.

Defence
The Home Builder says that it has not breached any section of the Code. The Home Buyer was made aware of the property's floorplan, surroundings and road access to the property before purchase and was kept informed throughout the construction process. The Home Buyer's valid snagging or defects that were raised, have either been attended to or are with the warranty provider who will take control over any remaining works and provide the cash equivalent of the works. Furthermore, the Home Builder 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
In relation to the Home Buyer's claim that the Home Builder did not comply with Sections 1.5 and 2.1 of the Code because the plans, sales materials, and marketing materials were misleading and untruthful about the path directly through the middle of the green space outside the property, the adjudicator noted the plans which the Home Buyer had access to during the reservation process. The adjudicator was satisfied that the plans showed that there was a path directly through the middle of the green space outside the property and as such, found no breaches of the Code in this regard.

The adjudicator was satisfied that the Home Buyer was given a reservation agreement that clearly set out the reservation terms, including the property being sold. The adjudicator was not persuaded that the change from a towel rail to a radiator altered this and was therefore satisfied that the Home Builder had complied with sections 2.6 of the Code.

In relation to the Home Buyer's complaint of a breach of section 3.2 of the Code due to a road closure, the adjudicator was not persuaded that this had any bearing on when the construction of the Property was finished, the date of Legal completion, and the date for the Property handover. Therefore, the adjudicator was satisfied that the Home Builder had complied with this Section 3.2 of the Code.

With regards to the provision of the after-sales service and complaint handling; while the adjudicator sympathised with the Home Buyer's position, they found no evidence supporting the Home Buyer's claim that the Home Builder failed to provide an accessible after-sales service. The adjudicator was satisfied that the Home Builder responded to the Home Buyer's enquiries, made numerous visits to the property, and provided adequate accommodation when the Home Buyer was requested to vacate the property to necessitate repair.

Furthermore, the adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout the dispute and was able to conclude that the Home Builder had a good faith and reasonable belief that it had responded appropriately to the Home Buyer. The adjudicator was further satisfied that the timescales for the Home Builder's response were unreasonable and given that the Home Builder attended the property to investigate the Home Buyer's concerns on multiple occasions.

The adjudicator further found the fact that the Home Builder had not completed all the works as recommended by the NHBC did not, by itself, constitute a finding that it had not cooperated with appropriately qualified professional advisers appointed by the Home Buyer to resolve disputes. There was no evidence that the Home Builder had failed to cooperate with any other qualified professional advisers in respect of the Home.

Decision
The claim did not succeed.

Adjudication Case 49 – February 2026 – HOME009453

Complaint
The Home Buyer says that the Home Builder has provided poor customer service and has not promptly resolved the issue with the roof noise above the master bedroom. Therefore, the Home Buyer says that the Home Builder has breached Sections 3.1 and 4.1 of the Code. The Home Buyer has requested that the Home Builder fix the issues with the roof tiles and soffits causing the noise or pay £15,000.00 so that the Home Buyer can fix these issues himself.

Defence
The Home Builder says that it has not breached any section of the Code. Following investigations, it was found that the reported noise has not been reproducibly traced to a specific construction defect. Furthermore, the Home Builder has attended the property multiple times, responded to the Home Buyer’s requests and therefore has provided an accessible after-sales service.

Findings
While the Home Buyer complained that the Home Builder failed to rectify the roof issue promptly, the adjudicator was satisfied that that the Home Builder had made various investigations into the noise and also sealed areas where wind ingress was possible and secured and re-fixed elements of the roofing structure where any looseness or inadequate fixings were identified. The adjudicator concluded that the Home Builder provided the Home Buyer with an accessible after-sales service for the complaint about the soffits causing noise within the property.

The adjudicator was further satisfied that the Home Builder had a system and procedures for receiving and handling service calls and complaints. While some of the issues may have stemmed from when the soffits were installed, the adjudicator found that the Home Builder had made various visits to the property to make repairs. Further, there was nothing to suggest that the timescales of the Home Builder's responses were unreasonable and as such, there was no breach of section 5.1 of the Code.

Decision
The claim did not succeed.

Adjudication Case 50 – February 2026 – HOME009578

Complaint
The Home Buyer says that the Home Builder did not install sufficient insulation. The Home Buyer has requested an apology and £1,785.82 compensation.

Defence
The Home Builder says that it investigated the Home Buyer's concerns, but there is no defect with the insulation. The Home Builder has not made an offer of settlement.

Findings
The adjudicator set out that whilst they were unable to make a technical assessment about the sufficiency of the insulation, they could consider whether the Home Builder has assessed and responded to such issues appropriately.

The adjudicator was satisfied that the Home Builder made reasonable investigations into the Home Buyer's complaint, including obtaining an independent report and it provided its final position. While the adjudicator noted that the position was not what the Home Buyer was hoping for, but, given that the report did not find a defect, and the Home Buyer had not provided sufficient evidence to challenge the findings of that report, the adjudicator found the Home Builder's position to be reasonable.

However, the adjudicator found that the Home Builder did not deal with the Home Buyer's concerns in a timely manner. Concerns were first raised in 2022, and continued to be raised, and the Home Builder failed to investigate and provide its final response until 2025. The adjudicator found this to be a breach of section 5.1 of the Code.

Decision
The claim succeeded and the Home Buyer was awarded £100.00 for the inconvenience caused and an apology.

Adjudication Case 51 – January 2026 – HOME009156

Complaint
The Home Buyer says that despite complaint, the Home Builder has not remedied an issue with an EV charger and another issue regarding water ingress and mould. The Home Buyer has requested that the Home Builder replace and relocate the EV charger; that the Home Builder investigate and remedy the leak and mould issue; a written apology; a formal commitment that the Home Builder respond to future correspondence.

Defence
The Home Builder says that the EV charger was installed in accordance with planning and building regulations, and that it acted appropriately in dealing with the Home Buyer's complaint. The Home Builder denies that the Home Buyer is entitled to the redress claimed. The Home Builder has made no offer of settlement.

Findings
The adjudicator set out that as the issues in relation to the water leak and mould had not been raised with the Home Builder within the first two years post legal completion, these were out of scope and that their decision would therefore only focus on the EV charger.

The adjudicator was satisfied that the Home Builder responded to the Home Buyer's complaint regarding the EV charger within about a week. Although the substance of the response did not satisfy the Home Buyer, the adjudicator found no evidence to suggest that the response was not the result of a consideration of the complaint or did not constitute a response within the range of appropriate responses. As such, the adjudicator found no breach of the Code.

Decision
The claim did not succeed.

Adjudication Case 52 – February 2026 – HOME009321

Complaint
The Home Buyer says the Home Builder's sales and advertising materials were misleading, and that insufficient pre-contractual information was provided. The Home Buyer has requested the fitting of a solar battery of sufficient capacity and quality to complement the installed PV system; the fitting of guttering comparable to that shown within the specification; and to install electrical cabling to the exterior siren they have fitted.

Defence
The Home Builder says that it has fulfilled its obligations under the Code. The Home Builder has offered to install the exterior cabling to the security alarm or compensate the Home Buyer in the sum of £500.00.

Findings
The adjudicator concluded that the Home Buyer was not made aware at the time of reservation, or through the sales brochure, that a solar battery was to be provided as part of the purchase of the Home. Further, that when this was queried, the Home Builder confirmed with the Home Buyer, prior to exchange, that this was not to be provided.

The adjudicator was satisfied the Home Buyer was provided with the correct information in this regard and found that even if the Home Buyer had reasonably relied upon the electrical drawings as an indication that a battery would be fitted, this was queried and corrected in advance of exchange. The Home Buyer proceeded to exchange with the knowledge that a battery would not be fitted as part of the Home's specification and the adjudicator found that the Home Buyer had not been presented with any misleading information before exchange and as such, there was no breach of the Code.

The adjudicator found no indication that the Home Buyer was provided with insufficient pre-contract information regarding the guttering, nor were they provided with misleading information in this regard. The adjudicator was satisfied that the Home Buyer was able to view the guttering system installed shortly after the reservation fee was paid, and before a reservation form was received and did not receive any conflicting drawings until later when the discrepancy was explained. The adjudicator found the Home Buyer was advised of the differences between the guttering installed and the guttering shown on the elevations, 16 days before contracts were exchanged and was satisfied they had been provided with sufficient information regarding this change prior to exchange.

In relation to the electric cabling for the alarm, the adjudicator noted the Home Builder had offered, without admission of liability, to either install the cabling requested by the Home Buyer for the alarm system, or to compensate the Home Buyer in the sum of £500.00. Given the Home Builder's offer to settle this element of the Home Buyer's claim in full, the adjudicator did not discuss this issue in further depth.

Decision
The adjudicator found no breaches of the Code but directed the remedy which the Home Builder had offered.

Adjudication Case 53 – February 2026 – HOME009492

Complaint
The Home Buyer says that the Home Builder failed to resolve a leak within the Home for a significant period of time, and it has handled their complaints poorly; in breach of Sections 2.1 and 4.1 of the Code. The Home Buyer has requested compensation of £1,250.00.

Defence
The Home Builder says that it accepts that it has taken an extended period of time to resolve a leak, however it disagrees with the Home Buyer’s claims. The Home Builder had previously offered £500.00 as compensation in the form of gift cards.

Findings
The adjudicator acknowledged the complexity of dealing with certain leaks, especially as they are not completely apparent at all stages throughout the year but nonetheless felt that the issue could have been addressed in a more effective and timely manner.

The Home Builder had incorrectly determined that the works were resolved during July 2024 as contractors had attended the flat above, and when the leak reoccurred, a year had passed before a leak detection report was obtained. The adjudicator accepted that when carrying out remedial works the only material way of assessing the success is to monitor and see if further leaks occur, but believed the root cause of the leak could have been located prior to July 2025 and failed to see why it was impossible, or significantly difficult, for the Home Builder to do so. The adjudicator determined that an accessible after-sales service had not been provided and that section 4.1 of the Code had been breached.

Further, when it was apparent that the Home Buyer was seeking compensation for the delayed repair of this leak, and the way in which the Home Builder handled it, the adjudicator considered the Home Builder should have treated this as formal complaint and that it should have been escalated through their internal complaints processes. The adjudicator concluded that failure to do so was a breach of section 5.1 of the Code.

Decision
The claim succeeded. The Home Buyer was awarded £500.00 for the inconvenience caused.

Adjudication Case 54 – March 2026 – HOME009590

Complaint
The Home Buyers say that the Home Builders have been in breach of many sections of the Code, that have caused them to be misled, to have received the Home with unexpected changes and in defective condition and to have suffered financial loss. The Home Buyer has requested £12,413.00 compensation.

Defence
The Home Builder denies liability for the claim and says that at various stages it has offered to allow the Home Buyers to withdraw from the transaction with all appropriate refunds, but the Home Buyers have continued to purchase the Home. It is willing to compensate the Home Buyers for items that have not been provided and will settle compensation for distress and inconvenience when all snagging work is complete. The Home Builder says that it is working its way through the snagging list.

Findings
The Home Buyer raised a significant number of complaints which included complaints about information provided to the Home Buyers about the Home prior to purchase, changes made to the Home and aspects of the Home that were incomplete, not provided or defective (snags).

The adjudicator's final decision was, as a consequence, detailed and extraordinarily lengthy (running into 57 pages) and this summary therefore details only the final conclusions as follows:

The adjudicator found breaches of sections 1.5.3, 2.2, 2.5, 3.1, 4.1.1, 4.2.1, and 5.1 of the Code (fifth edition). While the adjudicator did not agree in entirety with all of the Home Buyer's claims, nor find in favour of the Home Buyer for all the losses they claimed, they did conclude that the Home Buyers had experienced significant distress and inconvenience due to conflicting information (for example about boundaries and radiators), the lengthy period over which remedial work had not been completed, uncertainty about the layout of the construction and lack of clear timetabling.

Decision
The claim succeeded and the Home Builder was directed to:

- Refund costs paid totalling £1,413.00
- Set out for the Home Buyers:
1. A clear list of the remedial works to be undertaken to rectify construction issues and snags (including any electrical works that the Home Builder considers to be necessary), and
2. A proposed timetable for the Home Buyers to accept within which these works can be done.
- Take practical action to assess the slope in the garden and remedy this if it exceeds 1-16
- Pay £1,800.00 for the inconvenience caused
- Apologise for the breaches of the Code.

Adjudication Case 55 – April 2026 – HOME009755

Complaint
The Home Buyer says that the Home Builder did not comply with the requirements of section 2.1 of the Code because the sliding door was installed incorrectly and the customer service was poor. The Home Buyer has requested the Home Builder complete remedial work, make good and provide £5,000.00 compensation.

Defence
The Home Builder says that it investigated and advised the Home Buyer that there was no installation fault. The Home Builder has not made an offer of settlement.

Findings
The adjudicator found that, although the Home Buyer contacted the Home Builder intermittently over a three year period, her concerns always related to cleaning, and she did not raise any concerns about defects or installation. The adjudicator was satisfied that the Home Builder responded to the cleaning issues raised and that it was reasonable for the Home Builder to explain that cleaning issues rested with the management company.

The adjudicator noted that, when the Home Buyer raised a formal complaint several years later, as well as cleaning issues, she raised concerns about the sliding door sticking and not closing properly. The adjudicator set out that the Code only obliges Home Builders to investigate and resolve defects if these are reported within two years of completion and found no evidence that the Home Buyer had done so.

The adjudicator found that the two-year snagging period had expired by the time the Home Buyer raised these concerns and that the Home Builder had no obligation to investigate and resolve the reported issues. The adjudicator found the Home Builder ‘s response to contact the warranty provider, a reasonable response to the Home Buyer’s complaint.

The adjudicator was satisfied that the Home Builder responded to the Home Buyer's concerns in a reasonable and timely manner and while the Home Builder’s final position was not what the Home Buyer was hoping for, the adjudicator found that there had been no breaches of section 5.1 of the Code.

Decision
The claim did not succeed.

Adjudication Case 56 – April 2026 – HOME009191

Complaint
The Home Buyer says that the Home Builder downgraded the finish of the walls of the Property from plaster skim to a "tape and joint" finish. They say this meant paint was peeling and it prevented them from making informed decoration decisions. The Home Buyer has requested an apology and £15,000.00.

Defence
The Home Builder says that the scope of the build was subject to change from the brochure and "never formed a legal part of the contract".

Findings
While the Home Buyer highlighted a statement in the Home Builder's sales brochure and said that it was reasonable for them to conclude that the "highest possible finish" may have included a plaster skim finish, the adjudicator was mindful that the statement said this finish is how a home "could look". Having considered this, the adjudicator concluded that the brochure statement itself was not unreliable in its illustration of the Home's appearance.

The adjudicator also noted that the sales brochure contained a disclaimer and while the adjudicator found that disclaimers should not be used to absolve Home Builders of liability for statements made in brochures containing sales material; they considered that the statement in question did not constitute a specification of the finish to be applied to the Property. Therefore, the adjudicator found that the disclaimer and statements made in the brochure were reasonable and did not breach the Code.

In relation to the new home pack provided to the Home Buyer, the adjudicator noted it stated the internal walls were 'constructed of timber studding partitions finished with 12.5mm plasterboard and skim to either face'. However, the adjudicator found that this in itself did not show that the Home Buyer was told, pre-sale, that the walls would be skim finished. Further, in relation to the home warranty document referencing cracking to walls, the adjudicator was conscious that this appeared to be a standard entry on the warranty and not an express confirmation of the specification of the walls.

While there was no evidence to show any information, in relation to the finish of the walls, was provided to the Home Buyer, the adjudicator was satisfied that the 'general appearance' was shown, in the form of the show home, and in meeting the requirements of the Code.

The adjudicator also considered section 3.1 of the Code in relation to changes to the Home which significantly and substantially alters the size, appearance or value of the Home from what was shown to the Home Buyer in the Reservation agreement and Contract of Sale after contract exchange and whereby the Home Builder should formally consult the Home Buyer and get their agreement. The adjudicator found that while a material downgrade would potentially constitute a significant alteration in the 'value or appearance', there was no evidence to show the plaster skim finish was the originally proposed finish. In the absence of a specification or evidence to show what finish would be provided, the adjudicator did not find that a material downgrade had occurred.

Decision

The claim did not succeed

Adjudication Case 57 – April 2026 – HOME009757

Complaint
The Home Buyer says that the Home Builder failed to provide an effective after-sales service by dismissing a recorded safety-critical defect as "vibration" without inspection, and in doing so, the Home Builder breached the Code. This led to a gas leak in the property and the need to employ an independent gas engineer to fix the issue which has led to inconvenience and distress.

The Home Buyer has requested the Home Builder apologise, provided an explanation on how the property passed sign-off with an untightened gas joint and missing bonding, install the missing 10mm equipotential bonding cable to the gas main, pay £118.80 for reimbursement for an engineer to rectify the gas leak and pay £500.00 for distress and inconvenience incurred.

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 points raised as the gas installation was completed, tested, and signed off by a suitably qualified Gas Safe registered engineer at the time of construction and the gas inlet pressure was tested and passed at completion. Furthermore, the supplementary bonding to the gas installation is not required where the incoming gas main is plastic as in the case at the property

Findings
The adjudicator noted that the Home Builder contacted its contractor on the same day the Home Buyer raised their concerns and who in turn spoke to the Home Buyer. However, given that the boiler had not been serviced by the Home Buyer since completion and was therefore out of warranty, the Home Builder offered to send its contractor to investigate the issue but that there would be an out-of-hours call charge.

Whilst the Home Buyer declined this offer and engaged their own Gas Safe engineer, the adjudicator found the Home Builder's response to be reasonable given that the gas installation was completed, tested, and signed off by a suitably qualified Gas Safe registered engineer at the time of construction, and the gas inlet pressure was tested and passed at completion. Furthermore, the supplementary bonding to the gas installation was not required where the incoming gas main is plastic, as in the case at the property. Furthermore, on balance, the adjudicator was not persuaded that the compression fitting connecting the gas pipework to the boiler had never been tightened during the initial installation.

The adjudicator found no evidence that the Home Builder dismissed the defect with the boiler as "vibration" without inspection as claimed and found that the Home Builder did provide an accessible after-sales service and responded appropriately to the Home Buyer's complaint concerning the boiler.

Decision
The claim did not succeed.

Adjudication Case 58 – April 2026 – HOME009844

Complaint
The Home Buyer says that the Home Builder did not comply with various requirements of the Code and that there were serious defects with the Home that were known about before completion which was delayed by eight months.

The Home Buyer has requested the Home Builder investigate the remaining defects, provide a timescale, complete remedial work, extend the warranty, and provide £15,000.00 compensation.

Defence
The Home Builder says it was flexible, allowing the reservation to continue far past its contractual expiry until the Home Buyer had sold his property and it proceeded at financial and operational risk multiple times. The Home Builder says it carried out substantial remedial work exceeding standard obligations and responded promptly and repeatedly to feedback, including changing contractors at the Home Buyer’s request. The Home Builder denies any breaches of the Code and has not made an offer of settlement.

Findings
The adjudicator found that while the Home Buyer alleged the existence of any defects or outstanding works at completion constituted a breach of the Code, this was not the case. The adjudicator noted that the Code does not require all snagging issues to be rectified prior to legal completion, as further work regarding decoration and the correction of faults does not prevent a home from being complete. The adjudicator set out that Section 4.1 anticipates that some snagging issues will remain at the time of completion, because it provides for a pre-completion inspection to identify such issues, and Section 5.1 sets out requirements for how they are reported and resolved.

In relation to the Home Buyer’s complaint about delayed completion, the adjudicator was satisfied that the Home Builder provided an estimated date for completion, and, although this was delayed by two weeks, notice was given, and the delay was not unreasonable.

The adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout his dispute and responded to his concerns in a timely manner, investigated alleged defects, and arranged for remedial work to be completed. However, the adjudicator also found that timelines for work were not always kept, there were delays, and the Home Buyer had to chase the Home Builder for updates with appointments being missed. Further, a number of snagging issues took months to rectify and others have still not yet been resolved.

While the adjudicator was satisfied that 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 raised, they found the Home Builder had not dealt with the Home Buyer's concerns within a reasonable time, and it had not provided accurate information about the likely timescale for resolution of snagging issues. The adjudicator found these to be breaches of Section 5.1 of the Code (fifth edition).

Decision
The claim succeeded. The Home Buyer was awarded £2,000 for the inconvenience caused which took account of the fact some of the defects had not been rectified almost a year after completion; the Home Buyer had to chase multiple times; and he suffered significant inconvenience when he had to move out of the Home and was not able to use rooms when remedial work was ongoing.

Adjudication Case 59 – April 2026 – HOME009826

Complaint

The Home Buyer claims that the Home Builder has breached Code section 4.1 (after-sale service), section 5.1 (complaints handling) and section 5.2 (cooperating with professional advisers). The Home Buyer has been through the Home Builder's internal complaints process and the NHBC resolution process but does not agree with the findings in each of these and believes the roof tiles on their property are defective because they are not fully interlocking and are "riding up." The Home Buyer believes that defects relating to a leaking pipe and a crack in the render took too long to resolve.

The Home Buyer has claimed the following remedies:

- The Home Builder to provide a copy of the "thorough assessment" report / minutes and with the roof-specific fixing specification/bespoke fixing schedule.
- The Home Builder to provide a written explanation of the parameters checked and the acceptance criteria used to conclude "no issues with the roof."
- The Home Builder (at its cost) to commission an independent third-party inspection of the roof and to carry out any remedial works identified as necessary to ensure that the roof covering is installed correctly.
- The Home Builder to pay £14,500.00, to get the roof repaired themselves in the event that the Home Builder does not repair it and £500.00 in compensation to cover the distress and inconvenience caused.

Defence

The Home Builder relies on an NHBC roof inspection report which states that no further action is required and does not believe it has breached Code section 4.1 because the Home Buyer had full access to their customer service team during the two year warranty period and made full use of all available complaints procedures.

Findings

The adjudicator found that part of the after-sales service involves the Home Builder remedying relevant defects arising under the 2 year defect period. The adjudicator was satisfied that due to one of the agreed defects taking 22 months to resolve, and another urgent leak repair took 2.5 months to resolve, demonstrated that the after-sales service was not as accessible as it should have been. In this respect, the adjudicator found that the Home Builder had breached section 4.1 of the Code.

The adjudicator was satisfied that the Home Builder had a system for receiving, handling and resolving the Home Buyer's complaints and used this system to arrive at their decision that the roof tiles were not a defect and had not breached section 5.1 of the Code. The adjudicator concluded the outstanding dispute is a disagreement between the parties on whether the roof tiles are defective and that this falls outside the scope of this adjudication.

Decision

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

Adjudication Case 60 – April 2026 – HOME009675

Complaint
The Home Buyer says that there are three notable issues at the Home which have not yet been resolved by the Home Builder. The Home Buyer has requested a resolution to the issues with the staircase; ensure that the front path is amended so that it meets Building Regulations; and to pay compensation for the costs of installing a roller garage door.

Defence
The Home Builder says it has offered the Home Buyer reasonable remedies.
The Home Builder has offered to make a payment to the Home Buyer to arrange the installation of a roller-shutter garage door; to make good the cosmetic issues with the staircase; and carry out works to the front path so that a completion certificate can be issued.

Findings
The adjudicator set out the scope of the scheme and explained that they were unable to make assessments on technical arguments as to whether or not the Home was constructed to certain technical standards, or whether or not a certain issue raised should be regarded as a snagging item and/or a defect. They could however consider the Home Builder's response to complaints raised in relation to the snagging items and defects referred to in the Home Buyer's claim.

The adjudicator found that the Home Builder acknowledged the Home Buyer's concerns regarding the pathway to the front door, these concerns were escalated, the Home Buyer was presented with, and accepted, revised drawings for this pathway and the front garden, and the Home Builder carried out these works within a reasonable period of time. The adjudicator was satisfied that the Home Builder provided a reasonable standard of after-sale service in this regard, and it implemented a complaints process in which this issue could be considered, escalated and resolved.

While the Home Buyer wished to raise concerns about the new plans for the landscaping, the adjudicator ruled that as this complaint did not form part of the claim, it could not be considered. However, given the Home Builder confirmed that the works would be carried out and which would enable the issuance of a completion certificate from the local Council, the adjudicator directed the Home Builder should provide an update on such matters.

In relation to the Home Buyer's concerns about the garden gate, the adjudicator was satisfied that the Home Builder investigated the issue and proposed a form of resolution by agreeing to rehang the gate so that it would open outwards. Further the Home Builder continued to consider the Home Buyer's concerns regarding this gate and the impact it opening outwards would have on the garage door, and it relayed its position to the Home Buyer in a clear and timely manner. As such, the adjudicator found no breach of the Code. However, given the Home Builder offered to rehang the gate so that it opens outward, and it also offered to compensate the Home Buyer for the costs that will be incurred on installing an electric roller shutter door, the adjudicator determined they should do so but on the condition that the Home Buyer provides a quotation for these works.

In relation to the Home Buyer's complaint of a defective staircase, the adjudicator was satisfied the Home Builder investigated the complaint, including seeking an investigation from the manufacturers, and made their position known. However, given the Home Builder had offered to arrange an appointment for their maintenance team to attend and make good the split to the stair stringer, the adjudicator determined they should do so.

Decision

The claim did not succeed. However, while no breach of the Code was found, the Home Builder had outlined certain forms of resolution it would look to offer the Home Buyer, and these forms of resolution were directed through the adjudicator's decision.

Adjudication Case 61 – April 2026 – HOME009464

Complaint
The Home Buyer says that the Home was not fit for occupation on 30 June 2023, and the Home Builder failed to address genuine snagging items and serious defects in an effective and timely manner. The Home Buyer has requested compensation of £15,000.00.

Defence
The Home Builder says that all defects/snagging items at the Home have been resolved, and there is no indication of any outstanding, or new, issues and that a reasonable standard of after-sale service following the Home Buyer moving in has been provided. No offer of settlement has been made.

Findings
The adjudicator set out the scope of the claim that could be considered in light of the fact that the Home Buyer had previously brought a claim through the scheme against the Home Builder.

The adjudicator found that sections 4.1 and 5.1 of the Code (fourth edition) were pertinent to the claim and that it was important to note that neither of these sections, nor any other sections of the Code, impose obligations to ensure that the Home Builder constructs the Home to a certain standard, or that the Home Builder hands over the Home free from defects. Instead, these sections of the Code are concerned with the service provided during the course of remedying defects upon them being reported, and the way in which complaints regarding defects are handled when raised. The Home Builder can still comply with these sections of the Code by disputing its obligation to attend to any defects/snagging issues, as long as the concerns are investigated into, escalated, and responded to in a reasonable way.

The adjudicator was satisfied that upon the Home Buyer moving into the Home they were provided with means of reporting problems to the Home Builder, who attended, investigated, and works were carried out to address the issues reported. Further, where the Home Builder disagreed that a certain issue was a defect and/or snagging issues, they had still attended, investigated, and relayed its findings to the Home Buyer.

The adjudicator found no evidence to suggest that the Home Builder’s findings were wholly unreasonable when responding to these concerns and determined that the Home Builder had satisfied its obligations under the Code in this regard.

Decision
The claim did not succeed.

Adjudication Case 62 – April 2026 – HOME009800

Complaint

The Home Buyer says that the Home Builder has not addressed the various snagging issues promptly within the property. Despite escalating the issues in writing, verbally over the phone, with site teams and customer care, there has been consistent poor communication and conflicting plans, including non- attendance, attendance at incorrect dates and times and contractors missing informed meetings, causing inconvenience and distress. Therefore, the Home Buyer says that the Home Builder has breached various sections of the Code.

The Home Buyer has requested that the Home Builder apologise, provide an explanation to the delays, ensure that all outstanding issues are resolved to the appropriate standard, including coordination with qualified third-party contractors where necessary, pay £15,000.00 for the various repairs required to the property, loss of earnings, and the inconvenience and distress incurred.

Defence

The Home Builder says it apologises for the dissatisfaction felt by the Home Buyer, but it has not breached any section of the Code. The Home Buyer's valid snagging or defects that were raised have either been attended to or are in the process of being attended to. Furthermore, the Home Builder 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 no evidence supporting the Home Buyer's allegations that the sales team were rude, inconsistent with the information, or threatened to stop the sale when challenged about pricing. The adjudicator was satisfied that during the reservation process, the Home Buyer had access to the plans which did not show any trees or greenery installed in front of the property and as such, was not convinced that the lack of any trees and greenery constituted a breach of the Code.

The adjudicator also found the Home Buyer was given a reservation agreement that clearly sets out the reservation terms, including the property being sold. The adjudicator was not persuaded that the various issues that existed before completion altered this and was satisfied that the Home Builder had complied with section 2.6 of the Code.

The adjudicator was further satisfied that the Home Builder provided an accessible after-sales service and responded to the Home Buyer's enquiries, made numerous visits to the property and was in dialogue with the Home Buyer throughout the dispute. Further, the adjudicator found nothing to suggest that the Home Builder's response timescales were unreasonable given that the Home Builder attended the property to investigate the Home Buyer's concerns on multiple occasions.

While the Home Buyer complained that the Home Builder failed to complete all the works as recommended by the warranty provider, the adjudicator found that this, by itself, does not constitute a finding that the Home Builder has not cooperated with appropriately qualified professional advisers appointed by the Home Buyer to resolve disputes. The adjudicator found no evidence that the Home Builder failed to cooperate with any other qualified professional advisers in respect of the Home and as such, there was no breach of section 5.2 of the Code.

The adjudicator further noted that how the Home Builder chooses to resolve the various defects in the property falls outside the scope of the adjudication and that they could not consider complaints about the company’s commercial practices or decisions and cannot direct a company to take action that affects its commercial practices or decisions.

Decision
The claim did not succeed.

Adjudication Case 63 – April 2026 – HOME009914

Complaint
The Home Buyer says that there are issues with the tiles, and the Home Builder has not resolved them. The Home Buyer has requested the Home Builder purchase tiles of his choice, repair the whole floor, and provide £3,000.00 compensation.

Defence
The Home Builder says that it took reasonable steps to respond to the Home Buyer’s concerns. The Home Builder offered £200.00 compensation for the delay in October 2024.

Findings
The adjudicator considered whether the Home Builder had assessed and responded to the issues the Home Buyer raised in relation to the tiles appropriately. Having done so, the adjudicator was satisfied that that the Home Builder was in dialogue with the Home Buyer throughout his dispute and provided an accessible after-sales service, with the Home Buyer being aware of the after-sales service and who to contact.

Further, the adjudicator was satisfied that the Home Builder made reasonable investigations into the Home Buyer's concerns, kept the Home Buyer updated, carried out remedial work, and provided its final position. The adjudicator noted that the 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.

Adjudication Case 64 – April 2026 – HOME009905

Complaint
The Home Buyer says that the Home Builder misinformed her about aspects of the Property during the pre-purchase stage, the condition of the Property was poor on completion of the sale, and there have been delays with rectifying several snagging issues including a leak from the bathroom.

The Home Buyer has requested that the Home Builder should apologise to her, and pay her £15,000.00 compensation comprising compensation for distress and inconvenience and compensation to rectify the outstanding snagging issues at the Property.

Defence
The Home Builder says that all the issues the Home Buyer has complained about, apart from the complaint about the leak in the bathroom, fall outside the scope of the Scheme. The complaints, other than the complaint about the leak, have been raised outside the 12-month period set out in the Code. The bathroom does not require a 'full re-do' as the Home Buyer has stated. The NHBC resolution report confirms that the only work that is required is a re-seal. The Home Builder has offered to apply sealant in relation to the leak in the bathroom.

Findings
The adjudicator found that the Home Buyer's complaint about alleged mis-information provided at the pre-purchase stage, the condition of the Property on completion, and delays in rectifying snagging issues fall outside the scope of the Code and Scheme. This was because the complaint about these issues was not submitted within 12 months from when the Home Buyer last contacted the Home Builder about these issues (August 2023). Therefore, the adjudicator could only consider the Home Buyer's complaint about the leak from the bathroom in the Decision.

Further, given the Home Buyer's complaint about the leak concerns a snagging issue, the adjudicator explained they did not have any power to carry out a technical assessment and their decision was therefore purely concerned with the manner in which the Home Builder dealt with the Home Buyer's complaint about the leak from a customer service point of view and as required by the Code. Additionally, the adjudicator could not overrule the NHBC's decision on the remedial steps to be taken in respect of the leak.

In relation to Code Section 5.1, the adjudicator clarified 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 the evidence shows that it 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.

In this case, the adjudicator noted that while they could not overrule the professional judgement of the Home Builder and the NHBC as to the appropriate remedial steps to resolve the issue, the Home Builder had not provided evidence that it fully investigated the Home Buyer’s particular concern that the remedial steps it had put in place (i.e. applying sealant) was not adequate.

Even if the Home Builder did not agree with this position, the adjudicator found that in order to comply with Code Section 5.1, it would need to show that it explained its position to the Home Buyer and responded to the complaint with sufficient detail and clarity to enable her to understand its position. The adjudicator concluded the Home Builder had not done so here and had breached Section 5.1, causing the Home Buyer to spend more time on this matter than she otherwise would have done had the Home Builder not breached the Code.

Decision
The claim succeeded. The Home Builder was directed to investigate the Home Buyer’s complaint about the leak in the bathroom; provide the Home Buyer with a written response setting out the findings of its investigation including addressing her concerns that applying sealant would not address the cause of the leak; provide the Home Buyer with its written proposals regarding any remedial action that it proposes to carry out in respect of the issues; issue a written apology and pay £150 for the inconvenience caused.

Adjudication Case 65 – April 2026 – HOME009788

Complaint
The Home Buyer says that the Home Builder has not maintained the communal infrastructure, and it has not responded to complaints. The Home Buyer has requested the Home Builder accept responsibility, provide a timetable for resolution of the street light issue, replace the trees, confirm it will not pass the issue to the management company, provide an apology, and provide £2,700.00 compensation.

Defence
The Home Builder says that it has taken steps to resolve the Home Buyer's complaint and it has complied with the requirements of the Code. The Home Builder has not made an offer of settlement.

Findings
The adjudicator set out that any work (or lack of) carried out by the Home Builder regarding the trees and street lighting in the communal areas of the development did not fall within the scope of the Code and could not be considered under the Scheme. However, they could consider the Home Buyer's concerns about the way the Home Builder responded when she raised complaints and that these concerns relate to Section 5.1 of the Code.

In doing so, the adjudicator found that the Home Builder had not dealt with the Home Buyer's complaint within a reasonable time, it had not explained how the complaint could be escalated, and it had not provided a timescale for resolution. The adjudicator found these to be breaches of Section 5.1 of the Code.

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

Adjudication Case 66 – April 2026 – HOME009772

Complaint
The Home Buyer says that the Home Builder misinformed her about the size of the property and about the surrounding areas serving the property which includes a steep drop adjacent to the property. It did not properly deal with her concerns about health and safety, and it has not resolved several snagging items at the Property.

The Home Buyer has requested that the Home Builder should replace the kitchen door range with an alternative range, complete external road and driveway works and pay her compensation for distress and inconvenience.

Defence
The Home Builder says that it has agreed to complete all snagging issues under its snagging policy. It is prepared to part settle the claim by carrying out the remedial works, some of which are already completed or underway. It does not agree to provide a completely new kitchen. It has offered to rectify the snagging issues.

Findings
The adjudicator explained they could not carry out a technical assessment of the quality of workmanship or the remedial steps required to rectify snagging issues at the Property and that this was particularly relevant to mention in relation to the Home Buyer's complaint about the kitchen. They could however consider the manner in which the Home Builder dealt with the Home Buyer's complaint about snagging issues by reference to its obligations under Code Sections 4.1 and 5.1.

In relation to the pre-purchase information, the adjudicator found no evidence that the Home Buyer had been misinformed about the size of the Home and as such, found no breach of the Code. However, the adjudicator did find that the Home Builder breached Code Section 2.1.1 (fifth edition) as it failed to provide sufficient information to the Home Buyer (such as plans) that was sufficiently clear regarding the steepness of the road and driveway serving the Property.

The adjudicator also found a breach of section 4.2.1 as the Home Builder failed to provide the Home Buyer with information about the health and safety precautions to take in relation to its ongoing building works while living on site.

The adjudicator was satisfied that the Home Buyer was able to access the Home Builder's after-sales service, having reported issues after the sale of the Property which the Home Builder acknowledged, corresponded with the Home Buyer about and made arrangements to investigate and rectify. However, the adjudicator found that the Home Builder could have been clearer in providing the Home Buyer with time scales for the resolution of external and internal works. The adjudicator found no 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 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 that the Home Builder had not resolved the Home Buyer’s complaint and it had breached Code Sections 5.1.2 and 5.1.3.

Decision

The claim succeeded. The Home Builder was directed to investigate the Home Buyer’s complaint about outstanding snagging issues at the Property, including external works to the road and driveway serving the Property; provide the Home Buyer with a written response setting out the findings of its investigation; provide the Home Buyer with its written proposals regarding any remedial action that it proposes to carry out in respect of the issues and pay £350 for the inconvenience caused.

Adjudication Case 67 – May 2026 – HOME010033

Complaint
The Home Buyer complains that the Home Builder breached Section 2.1 of the Code because it did not provide clear and reliable pre-contract information and Section 1.2 of the Code because the advertising and marketing materials were not honest and accurate. The Home Buyer has requested £25,000.00 compensation.

Defence
The Home Builder says the Home has been delivered in line with the reservation documentation and agreed specification. The Home Builder made an offer of settlement of £2,500.00 which was rejected.

Findings
Given the Buyer's claims relate to the Home Builder's sales and marketing material, the adjudicator was satisfied that her concerns related to Section 1.5 of the Code (and not 1.2 as intimated).

The adjudicator acknowledged that the Home did not include some of the items outlined in the Home Builder's sales and advertising material. However, the adjudicator was satisfied that the Home Builder made clear that the information provided at the early stage of the process could not be taken as confirmation that all homes on the development would comply with the descriptions and that further details should be sought from the Home Builder. For this reason, the adjudicator found that the Home Builder's sales and advertising material was clear and truthful and that the Home Builder had complied with the requirements of Section 1.5 of the Code.

The adjudicator was satisfied that the Home Builder provided information at the pre-purchase stage regarding the floor tiles, and, therefore, it complied with the requirements of Section 2.1 of the Code. The adjudicator did however acknowledge that the floor tiles laid in the Home were different to those shown to the Home Buyer at the reservation stage due to an error on the part of the Home Builder but considered how the Home Builder responded to the Home Buyer's concerns about this issue in relation to compliance with the requirements of Section 5.1 of the Code.

The adjudicator was further satisfied that the Home Builder provided the information it was required to provide at the pre-purchase stage, including elevational drawings of the front of the Home, specifications of the Home, and specification and layout of the kitchen. They found that the Home Builder complied with the requirements of Section 2.1 of the Code and was satisfied that there were no changes to the design regarding these issues, and, therefore, Section 3.1 of the Code was not relevant to these issues.

The adjudicator was satisfied that the Home Builder had also provided details of an induction hob and handrail at reservation, albeit considered subsequent changes of design of both but concluded that any change did not significantly alter the design or value of the Home.

Turning to how the Home Builder responded to the Home Buyer's concerns about the floor tile error, the adjudicator found Section 5.1 of the Code to be relevant. The adjudicator was satisfied that such matters were raised before exchange of contract and was satisfied that the Home Builder made reasonable investigations into the Home Buyer's complaint, it responded in a timely manner, and it acknowledged the error but explained that it was not able to change the floor tiles. Having raised the issue with her solicitor before exchange of contracts, the adjudicator found no evidence that this issue was raised with the Home Builder again and as such, found no breach of the Code.

Decision
The claim did not succeed.

Adjudication Case 68 – May 2026 – HOME010271

Complaint
The Home Buyer says that the Home Builder breached Sections 1.5 and 2.1 of the Code because it provided misleading information during the sales process. The Home Buyer has requested an apology, an explanation, and £5,000.00 compensation.

Defence
The Home Builder denies any breaches of the Code. The Home Builder has not made an offer of settlement.

Findings
The adjudicator noted that the Home Buyers' main claim related to what they were told verbally during the sales process. Given that both parties provided statements that supported their position, the adjudicator was unable to conclude, on the balance of the evidence and without any supporting contemporaneous notes, that the Home Builder made verbal statements during the sales process stating that the neighbouring properties would be privately rented with a private landlord. Therefore, the adjudicator found that the Home Builder did not provide verbal misleading information during the sales process.

Further, the adjudicator was satisfied that the plots on the development in question which were sold to the local district council, were private sales and that these plots did not form part of the social housing allocation. Therefore, the adjudicator found that the information provided in the Home Builder's sales brochure was correct.

The adjudicator was also satisfied that the Home Builder provided a brochure, plan, and illustrations of the Home at the pre-purchase stage and therefore gave the Home Buyers enough pre-purchase information to help them make suitably informed purchasing decisions.

Decision
The claim did not succeed.

Adjudication Case 69 – May 2026 – HOME010126

Complaint
The Home Buyer says that the Home Builder breached Section 4.1 of the Code, because it did not reinstate the garden as agreed. The Home Buyer has requested an apology and £10,005.21 compensation.

Defence
The Home Builder says that it complied with the requirements of the Code. All works agreed as part of the original scope have now been completed in full and to an acceptable standard. In addition, the Home Builder says it carried out a number of additional items, including assisting with the installation of external lights and other items. The Home Builder has not made an offer of settlement.

Findings
The adjudicator was satisfied that the Home Builder had a system whereby the Home Buyer was able to raise snagging concerns and track their progress. The adjudicator found that the parties were in dialogue regarding the Home Buyer's concerns about the sleeper issue and, subsequently, the quality of the remedial work. The adjudicator was satisfied that the Home Builder provided an accessible after-sales service and that the Home Buyer was made aware of the after-sales service and who to contact and therefore that the Home Builder complied with Section 4.1 of the Code.

The adjudicator found that 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 raised. With regards to the Home Buyer's original concerns about the sleepers, the adjudicator was satisfied that the Home Builder investigated these concerns and completed remedial work in a timely manner.

However, in relation to the Home Buyer's concerns that the remedial work had not been completed to a reasonable standard, the adjudicator found that the Home Builder did not deal with the Home Buyer's complaint in a timely manner or at all, and in not doing so, breached Section 5.1 of the Code.

Decision
The claim succeeded. The Home Builder was directed to provide an apology and pay £100.00 for the inconvenience caused.

Adjudication Case 70 – May 2026 – HOME009948

Complaint

The Home Buyers say that the Home Builder has breached Code Sections 4.1 and 5.1. The Home Builder did not inform them that a drainage pipe serving a neighbouring property would be situated in the Property's boundary. The Home Buyers have requested that the Home Builder should apologise to them; provide an explanation; and remove or re-route the drainage pipe.

Defence

The Home Builder says that it provided the Home Buyers detailed information at Reservation, including information about the drainage pipe. The neighbouring property's drainpipe is permitted on the Property in line with the terms of the transfer form, and rights and obligations were clearly set out in the transfer form. It also took steps to resolve the Home Buyers' formal complaint. No offer of settlement has been made.

Findings

The adjudicator was satisfied that the information the Home Builder provided the Home Buyers with about the drain was sufficient information to enable the Home Buyers to carry out their own due diligence before purchasing the Property. The adjudicator noted that Code Section 2.1 does not absolve the Home Buyers of the responsibility to carry out their own due diligence into the Property prior to completion, including obtaining specialist advice, seeking legal advice as appropriate on the terms of the transfer, and raising enquiries regarding the drain with the Home Builder.

The adjudicator found that the Home Buyers raised no specific enquiries about the drain layout or that the Home Builder either withheld information or refused to respond to the Home Buyers' queries. The adjudicator determined that even in the absence of advice from a technical expert, the drainpipe was shown reasonably clearly in the drainage layout.

To the extent that the Home Buyers alleged a breach of contract on the grounds that the Land Registry TP1 form does not provide the Home Builder with a legal basis to install the drainpipe in the property's boundary, the adjudicator found that a claim for breach of contract falls outside the scope of the Scheme. The adjudicator was concerned with whether the Home Builder provided the Home Buyers with sufficient pre-purchase information as required under Code Section 2.1.

The adjudicator noted that the Home Builder had provided the Home Buyers with sufficient information about its right to install projections on the Property and the TP1 form stated that the Home Builder had the right to "keep and use on the Property any Projections from any buildings on the Estate now or to be constructed by the Transferor on the Estate." The definition of Projections included drainpipes and the adjudicator considered this covered the Home Builder's right to install the drainpipe in question within the Property's boundary.

The adjudicator further found that the Home Buyers were able to access the Home Builder's after-sales service, having reported their concerns with the drainage, which the Home Builder responded to. The adjudicator noted no indication of a failing in respect of the provision of contact and guarantees/warranties information, and did not find a breach of Code Section 4.1.

In relation to complaint handling, the adjudicator found that the Home Builder responded to the Home Buyers' complaint within a reasonable period of time, and it set out its position with sufficient clarity to enable the Home Buyers to understand its position. Furthermore, the adjudicator was satisfied that the evidence of the pre-purchase disclosure, made to the Home Buyers, supported the conclusion the Home Builder reached on the Home Buyers' complaint.

The adjudicator found that the Home Builder had addressed the Home Buyers' complaint thereby resolving it (albeit that the Home Buyers were not satisfied with its response which in itself the adjudicator noted did not automatically lead to the conclusion that the Home Builder had breached the Code). Taking this into account, the adjudicator did not find a breach of Code Section 5.1.

Decision
The claim did not succeed.

Adjudication Case 71 – May 2026 – HOME009504

Complaint
The Home Buyer says that the Home Builder has provided poor customer service and not resolved the issue with the garden retaining wall. 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, provide an explanation, rebuild the garden wall and pay compensation for the inconvenience and distress incurred.

Defence
The Home Builder says that it has not breached any section of the Code. The Home Builder and its contractors have made numerous visits and carried out various snagging repairs at the Property since the Home Buyer's acquisition in May 2023. Appropriate attempts have been made to resolve all defects within a reasonable period, and the Home Builder remains willing to resolve any valid defect or snagging once the Home Buyer allows access.

Furthermore, the Home Builder was in dialogue with the Home Buyer throughout the dispute, including responding to the Home Buyer's correspondence within appropriate timescales. Overall, 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 noted that since the Home Buyer raised the wall issue, the Home Builder and warranty body had been in correspondence regarding it. Initially, the Home Builder was of the view that no defect existed with the wall however following an inspection that was carried out by the NHBC, it was determined that the Home Builder was required to carry out localised repairs to the pointing on the garden wall. The adjudicator noted that while the Home Builder was willing to do this; the Home Buyer however has not allowed the Home Builder access to the Property during the Home Builder's normal working hours to carry out this work.

As the Home Buyer has refused access to the Property so that the Home Builder can make repairs as directed by the NHBC, the adjudicator found that the Home Builder had a good faith and reasonable belief that it had made reasonable attempts to investigate the wall issues, and it was willing to make the various repairs to the wall as directed by the NHBC, once access has been allowed. Furthermore, the adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout the dispute and concluded that they had provided an accessible after-sales service.

The adjudicator was further satisfied that the Home Builder did have a system and procedures in place for receiving and handling service calls and complaints and found nothing to suggest that the timescale of the Home Builder's responses was unreasonable.

Decision
The claim did not succeed.

Adjudication Case 72 – May 2026 – HOME009953

Complaint
The Home Buyer says that the garage wall situated at the Property has not been constructed in line with NHBC requirements. This has resulted in water ingress into the garage and has rendered the garage unusable. The Home Builder has delayed in resolving this issue. The Home Buyer has requested that the Home Builder should rectify the issue and pay him £6,200.00 compensation.

Defence
The Home Builder says that the garage structure was designed with an appropriate waterproofing (tanking) system designed to retain the adjacent garden. The garage has been designed in accordance with the relevant NHBC standards. It does not accept the Home Buyer's assertion that he has been unable to use the garage. There is an absence of any evidence demonstrating that the garage has been unusable. The Home Buyer's claim for compensation is not justified and appears disproportionate to the circumstances described. The Home Builder has offered to carry out investigative works at its own cost.

Findings
Having firstly set out the scope of the Scheme and what could be considered, the adjudicator found that the Home Builder’s after-sales service was accessible and that the Home Buyer was able to access the Home Builder’s after-sales service, having reported the issue with the garage wall after the sale of the Property and which the Home Builder acknowledged, corresponded with the Home Buyer about and made various arrangements to investigate. Further, the adjudicator found no failing in respect of the provision of contact and guarantees/warranties information and therefore no breach of Code Section 4.1.

In relation to Code Section 5.1, the adjudicator clarified that the fact that the Home Builder had not carried out the steps that the Home Buyer had asked for does not automatically lead to the conclusion that the Home Builder breached Code Section 5.1. The adjudicator noted 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.

However, the adjudicator found there had been several occasions when the Home Buyer needed to contact the Home Builder to ask for an update to their complaint, enquiring about timescales and asking for details on proposals for resolving the matter of water ingress following investigations that had been carried out at the Property.

The adjudicator concluded the Home Builder was somewhat reactive in its approach, in progressing the matter when followed up by the Home Buyer rather than providing a comprehensive response to the issues raised with a clear plan of action supported with realistic timescales. The adjudicator found that the Home Builder was given sufficient opportunity to resolve the Home Buyer’s complaint, before any third party works were carried out, and that its reactive approach appeared to have prolonged the resolution of the matter.

The adjudicator found that the Home Builder delayed in dealing with the Home Buyer's complaint about the garage, and it had not resolved the complaint. For these reasons, the adjudicator concluded that the Home Builder breached Code Section 5.1.

Decision

The claim succeeded. The Home Builder was directed to:

1. Investigate the Home Buyer's complaint about the garage wall.
2. Provide the Home Buyer a written response setting out the findings on the issues.
3. Provide the Home Buyer its written proposals regarding any remedial action that it proposes to carry out in respect of the issues and
4. Pay £500 for the inconvenience caused.

Adjudication Case 73 – June 2026 – HOME010244

Complaint
The Home Buyer says that the Home Builder did not supply sufficient or clear information regarding the parking outside the apartment complex, as required by Section 2.1 of the Code, but instead informed the Home Buyer verbally prior to sale that the parking was controlled and exclusively for the use of residents. In fact, the parking is uncontrolled and is used by the general public without sanction.

The Home Buyer has requested £10,000.00, being the diminishment of property value and compensation for inconvenience.

Defence
The Home Builder has supplied no narrative defence. However, the Home Builder has supplied three documents which it implies are relevant to its position: a “Notes” document, the signed contract, and the reservation form.

Findings
The adjudicator noted that the Home Builder did not directly rebut the Home Buyer’s complaint that they were verbally informed that the parking outside the apartment complex was private and for the exclusive use of the residents. Instead, the adjudicator found that the Home Builder pointed to (without explanation) a series of documents, including an information sheet published in November 2021. Albeit the information sheet mentioned parking, it was not clear to the adjudicator how the part dealing with parking related to the apartment block in which the Home is situated.

Notably, the adjudicator found the Home Builder did not allege that information regarding the parking situation (and the responsibility for that situation) was given to the Home Buyer as part of the pre-purchase materials mentioned by the Code. Therefore, the adjudicator accepted the evidence of the Home Buyer that the information was not supplied in accordance with Section 2.1 of the Code as it should have been and that this was a breach of the Code.

The adjudicator further noted that the Home Buyer’s claim for loss of property value falls outside the scope of the Code.

Decision
The claim succeeded and the Home Buyer was awarded £1,000.00 for the inconvenience caused.

Adjudication Case 74 – June 2026 – HOME010208

Complaint

The Home Buyer says that the Home Builder did not comply with Section 2.1 of the Code in not supplying the Home Buyer with accurate pre-purchase information concerning the fact that the Home Builder was not proceeding with the adoption of the estate roads by the local authority.

The Home Buyer has requested that the Home Builder be directed to carry out its contractual responsibilities in relation to road adoption; or that, alternatively, the Home Builder pay £15,000.00, being the diminished value of the Home.

Defence

The Home Builder says that it denies misrepresenting matters, that the lack of feasible adoption is due to a small matter relating to kerbs which other local authorities regard as compliant, and that seeking adoption at this stage would require disproportionate and disruptive work. The Home Builder has made no offer of settlement.

Findings

The adjudicator considered the information which the Home Buyer said was lacking and which was an assurance from the Home Builder that the roads and sewers of the development would be constructed so as to receive, in due course, adoption by the local authority. The adjudicator noted that the Home Buyer alleged that the Home Builder knew that such adoption would not be received and that the Home Builder misleadingly did not communicate this information prior to purchase.

However, the adjudicator found a difficulty with this argument, which is that the information regarding the roads on the estate does not centrally concern the Home and which the adjudicator felt was essential to the meaning and mechanism of the information to be communicated under Section 2.1 and that it be limited, otherwise the Home Builder would be placed under an indefinite commitment to give information about an ill-defined set of matters peripherally connected with the Home. The adjudicator found this not to be practical and for those reasons, found that Section 2.1 did not apply to the circumstances of this matter.

The adjudicator did however consider the Home Builder's compliance with the Code more broadly and specifically the Home Builder's obligations to deal with a dispute as Section 5.2 of the Code requires. Having considered the history of the complaint and read the responses of the Home Builder to the Home Buyer's complaint, the adjudicator found that the Home Builder had not acted in compliance with Section 5.2.

This is because the Code requires a proper and detailed consideration of the complaint; for the Home Builder to fully detail the reasons the complaint is rejected (if the Home Builder is minded to reject), and any decision on a solution or a rejection has to be the result of a full and proper consideration of the complaint.

When considering the explanations offered by the Home Builder as to why it was not going to proceed with the adoption of the estate roads by the local authority, the adjudicator found the Home Builder's response to have evaded the central complaint; to consist of a marked lack of detail as to why the complaint was being effectively rejected and striking in its lack of recognition of the issue. For these reasons, the adjudicator found that the Home Builder had not acted in accordance with Section 5.2 of the Code.

Decision
The claim succeeded. The Home Buyer was awarded £1,000.00 for inconvenience.

Adjudication Case 75 – June 2026 – HOME010186

Complaint
The Home Buyer says that the Home Builder has not acted to propose a reasonable remedy to defects in the driveway of the Home, and that the Home Builder has not acted in accordance with Sections 5.1 and 5.2 of the Code.

The Home Buyer has requested that the Home Builder pay £8,000.00 for the cost of driveway replacement/resurfacing; and issue to the Home Buyer a written apology.

Defence
The Home Builder says that it acknowledges the defects in the driveway, and its responsibility to address them; but that it has proposed a reasonable solution (patch repair or a cash settlement) which have been rejected by the Home Buyer. The Home Builder has offered the Home Buyer £1,600.00, which was declined.

Findings
Having reviewed all the evidence in this complaint, the adjudicator found that the source of the complaint was not a breach of the Code, but the Home Buyer's dissatisfaction with the defect remedy proposed by the Home Builder. Sections 5.1 and 5.2 require the Home Builder to deal with snags, and to have adequate procedures for dealing with disputes.

The adjudicator found that although there was an initial dispute requiring the intervention of the NHBC, there was no longer a dispute about the existence of the defects in the driveway, nor the Home Builder's responsibility for dealing with them. The adjudicator further found that the Home Builder had dealt with the defects by proposing a repair or a settlement payment. The adjudicator was satisfied that the repair proposed constituted "dealing with" the defect and that it was not an unreasonable way of addressing the issue.

The adjudicator therefore found that the Home Builder had acted in accordance with its responsibilities under Sections 5.1 and 5.2 of the Code. Insofar as the solution proposed was not adequate in the view of the Home Buyer (that is, that it would leave a defect still present in the Home Buyer's opinion) the adjudicator found this was not an issue which they could directly consider under the Scheme.

Decision
The claim did not succeed.

Adjudication Case 76 – June 2026 – HOME010152

Complaint
The Home Buyers complain of various breaches of the Code and in particular that the Home Builder did not comply with the requirements of Section 4.1 of the Code because it left the property unlocked overnight; it did not rectify the snagging issues in a timely manner; some snagging issues have not been resolved; it did not take care of the Home Buyers' belongings during remedial works; it caused further issues whilst rectifying snagging issues; it was not proactive at booking in contractors to resolve snagging issues; it did not share the full list of works with contractors; it did not provide continuity in the management of snagging issues and it took 16 months to rectify all the snagging issues listed on the original snagging list.

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

Defence
The Home Builder denies any breaches of the Code regarding the incentives and part exchange guarantee, but it acknowledges that there was a shortfall of service regarding the number of defects and the time taken to resolve them. The Home Builder offered £1,500.00 compensation in settlement. This offer was rejected.

Findings
In relation to a number of allegations of Code breaches made by the Home Buyer, the adjudicator found no evidence had been provided to support such allegations and therefore identified no breaches of the Code in this regard.

In relation to the Reservation Agreement, the Home Buyers complained that the Home Builder did not identify that the onward sale of the existing property was a condition of the part exchange guarantee. However, the adjudicator was satisfied that the part exchange guarantee was agreed after the Home Buyers reserved the Home. For this reason, the adjudicator found that details of the guarantee could not be included in the Reservation Agreement and that the Home Builder had complied with the requirements of Section 2.6 of the Code.

The Home Buyers complained that completion was delayed albeit did not argue that they were not kept informed about this delay. The adjudicator found that the complaint made by the Home Buyers related to the withdrawal of the part-exchange guarantee and that the evidence does not show that the Home Builder did not keep the Home Buyers informed about the completion delay. Therefore, the adjudicator was satisfied that the Home Builder complied with the requirements of Section 3.2 of the Code.

The adjudicator noted that Section 4.1 relates only to the accessibility of the after-sales service and not the quality of it and that the Home Buyers had not raised concerns that they were not told about the Home Builder's after-sales service or that they were not able to access that service. The adjudicator was satisfied that the Home Builder complied with Section 4.1 of the Code albeit acknowledged that the Home Buyers felt that this service was not effective, and which they considered under Section 5.1 of the Code.

Having done so, the adjudicator was satisfied that the Home Builder responded to the Home Buyers' formal complaint in a timely manner and took reasonable steps to resolve their concerns.

However, on the question of how the Home Builder responded to the Home Buyers' concerns of snagging issues, the adjudicator noted that the Home Builder had acknowledged that it had not resolved the snagging issues in a timely manner. Therefore, the adjudicator found that the Home Builder did not deal with the Home Buyers' concerns in a timely manner, and it did not let them know the likely timescale for resolution of these issues. The adjudicator found these to be breaches of Section 5.1 of the Code.

In relation to the Home Buyers' concerns that the Home Builder left the property unlocked overnight, did not take care of their belongings during remedial works, caused further issues whilst rectifying snagging issues, was not proactive at booking in contractors to resolve snagging issues, did not share the full list of works with contractors and did not provide continuity in the management of snagging issues, the adjudicator was satisfied that a claim was established on the evidence provided and that this shortfall of service was a further breach of Section 5.1 of the Code.

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

Adjudication Case 77 – June 2026 – HOME010140

Complaint
The Home Buyer says that the Home Builder did not install an electric vehicle charger, it has not rectified the error, and it has not responded to his recent correspondence. The Home Buyer has requested the Home Builder install the electric vehicle charger.

Defence
The Home Builder says that there have been no shortfalls of after-sales service. It acknowledges that the electric vehicle charger was installed in the wrong place in error, but it is arranging for this to be rectified. The Home Builder has offered to install an electric vehicle charger.

Findings
The adjudicator noted that It was not disputed between the parties that the pre-purchase information showed that the Home's parking space would have an EV charger. The Home Builder accepted that there was a building error so the build did not conform to the pre-purchase information. The adjudicator was therefore satisfied that the Home Builder provided the required pre-purchase information and complied with the requirements of Section 2.1 of the Code.

The adjudicator was further satisfied that the Home Builder provided an accessible after-sales service and the Home Buyer knew who to contact and how, albeit the Home Buyer felt the service to be ineffective and which the adjudicator considered under Section 5.1 of the Code.

While the adjudicator was satisfied that the Home Builder had systems and procedures for receiving, handling and resolving home buyer's complaints, given there had been ongoing discussions between the parties regarding the issue complained of, nevertheless, the adjudicator found that 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 issue. The adjudicator noted the Home Builder explained that there had been delays with contractors which were outside its control but found no evidence to show that there were significant issues outside its control which had prevented the work being completed for four years. The adjudicator concluded that Section 5.1 of the Code had been breached.

Decision
The claim succeeded. The adjudicator noted that the parties were in agreement that the remedial work of installing the EV charger was to be completed shortly and awarded £500 for the inconvenience caused to the Home Buyer for the four year delay in dealing with the matter.

Adjudication Case 78 – June 2026 – HOME010299

Complaint
The Home Buyer says that the Home Builder did not comply with the requirements of the Code because it misrepresented the garden at the pre-purchase stage, it did not build in accordance with the information shown at the pre-purchase stage, the garden is unfit for purpose, and the Home Builder did not deal with the Home Buyer’s concerns in a reasonable manner.

The Home Buyer has requested the Home Builder regrade the garden and install an appropriate retaining structure or provide £15,000.00 compensation. She has also requested £10,000.00 further compensation.

Defence
The Home Builder says that it complied with the requirements of the Code. The Home Builder has offered to extend the patio or provide £1,500.00 compensation. This offer was not accepted.

Findings
The adjudicator firstly considered whether the slope in the Home’s garden was “steep” and therefore should have been advised to the Home Buyer at the pre-purchase stage. The adjudicator was satisfied that a garden slope of 1:11 (or even 1:8) would not, generally, be considered to be steep and found that the Home Builder was not under an obligation to notify the Home Buyer of the steepness of the slope of the garden. Nevertheless, the adjudicator was satisfied that the Home Buyer was provided with drawings that showed a gradient of 1:11 and spot height levels for each plot, and the Home Buyer was therefore made aware of this at the pre-purchase stage. Further, that the information provided explained that none of the gardens would be completely flat and there may be changes in level and slopes.

The adjudicator was satisfied that the Home Builder provided a comprehensive after-sales service. The Home Buyer had raised concerns at the pre-completion inspection and the adjudicator found that the Home Builder made reasonable investigations into the Home Buyer's complaint, responded in a timely manner, acknowledged that an error had been made, proposed remedial work, and carried out that work in a timely manner. While the Home Buyer was dissatisfied with the remedial work, the adjudicator found insufficient evidence to show that the remedial work did not resolve the problem and was not of a reasonable standard.

In relation to the handling of the Home Buyer’s complaint, the adjudicator was satisfied that the Home Builder acknowledged the Home Buyer’s formal complaint, responded to it in a timely manner, provided its final position, and explained that she could escalate her complaint to the warranty body or the Code.

Decision
The claim did not succeed.

Adjudication Case 79 – June 2026 – HOME010204

Complaint
The Home Buyer says that the Home Builder did not comply with Sections 2.1, 4.1 and 5.1 of the Code, because it did not provide an electric vehicle point and it does not have an adequate after-sales service. The Home Buyer has requested installation of an electric vehicle point and £1,000.00 for his stress.

Defence
The Home Builder says that it complied with the requirements of the Code. There was no contractual obligation to provide an electric vehicle charging unit at the Home, and the Home Buyer was not misinformed. The Home Builder has not made an offer of settlement.

Findings
The adjudicator considered the drawings with which the Home Buyer had been provided and which had a legend that set out the meanings of all the icons that may be included on the drawing, one of which represented an "Electric car charging point". However, the adjudicator found that the drawing itself did not include that icon and as such that the Home Buyer was not told, at the pre-purchase stage, that the Home would include an electric car charging point.

The adjudicator noted that although an icon for an electric car charging point was included in the legend, it did not indicate that the information shown to the Home Buyer at the pre-purchase stage confirmed that the Home would have an electric car charging point. Further, the adjudicator noted that someone had handwritten the letters "EVP" on the front left corner of the house on the drawing but that there was nothing to show who added these letters and when they were added. For this reason, the adjudicator found that these letters were not sufficient to show that the drawings shown to the Home Buyer at the pre-purchase stage showed that the Home included an electric vehicle point.

The adjudicator was further satisfied that the Home Buyer was provided with sufficient pre-purchase information at reservation given they were provided with details that the Home would have a dedicated electrical socket suitable for the future installation of an electric vehicle charging unit.

The adjudicator concluded that the Home Builder provided an accessible after-sales service having taken account of the evidence which showed that 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 found that the Home Builder investigated the complaint with its technical team and responded the next day confirming that the Home had a socket installed providing the necessary electrical connection for an electrical vehicle charging unit to be fitted in the future, should the Home Buyer wish to do so. The Home Builder explained the Building Regulation change which meant that properties constructed later had different requirements.

The adjudicator was satisfied that the Home Builder discussed this issue with the Home Buyer on the telephone and followed up with copies of the documents he was shown at the pre-purchase stage. The adjudicator concluded 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 the position was not what the Home Buyer was hoping for, they found that there had been no breaches of Section 5.1 of the Code.

Decision

The claim did not succeed.

Adjudication Case 80 – June 2026 – HOME010178

Complaint

The Home Buyers say that the Home Builder did not comply with the requirements of Section 2.1 of the Code because, although it provided a plan showing the affordable housing allocation at the reservation stage, it did not explain the nature of such housing. They say the sales materials were incomplete and misleading creating a false impression that affordable homes were regulated, and behaviour issues would be addressed through proper channels and that they believed the restrictive covenants would be monitored and enforced by the Home Builder or estate management company.

The Home Buyers have requested an apology, an explanation, the Home Builder to provider clearer information to potential buyers, and £1,000.00 compensation.

Defence

The Home Builder says that at the time of reservation, the Home Builder shared details of the plots on the development which were designated as affordable housing and that when the Home Buyers raised concerns, they engaged with the affordable housing provider. The Home Builder says details of the covenants was contained within the deed of transfer and that these are for the owners of the properties to enforce.

The Home Builder says it has sought to work with the Home Buyers and the affordable housing provider. The Home Builder has not made an offer of settlement.

Findings

The adjudicator noted that the claim fell under the fourth edition of the Code and that they were not able to consider any concerns about compliance with the restrictive covenants contained in the contract of sale.

The adjudicator was satisfied that the Home Builder provided the Home Buyer with sufficient pre-purchase information and provided a plan reliably illustrating the Home's general layout, appearance, and plot position. The adjudicator noted there was no requirement to show the affordable housing allocation or to explain what affordable housing is or to consider a home buyer's specific circumstances and anticipate whether they require further explanations.

The adjudicator was further satisfied, having considered the correspondence between the parties, that the Home Builder provided an accessible after-sales service and that the Home Buyers were made aware of this and who to contact.

In relation to complaint handling, the adjudicator found that the Home Builder largely responded to the Home Buyers' concerns in a timely manner and explained the steps that it had taken to investigate and resolve their concerns. The Home Builder provided details of the parties responsible for monitoring behaviour by the residents of the affordable homes and encouraged the Home Buyers to raise their concerns with those parties. When the Home Buyers continued to raise concerns, the Home Builder escalated their complaint through its formal complaints process and provided its final position.

The adjudicator was satisfied that the Home Builder made reasonable investigations into the Home Buyers' complaint, it responded in a timely manner, and it provided its final position.

Decision

The claim did not succeed.

Adjudication Case 81 – June 2026 – HOME010045

Complaint

The Home Buyers say that the Home Builder did not comply with the requirements of Section 3 and 4 of the Code, because it did not tell them about the slope of the garden and the drainage covers.

The Home Buyers have requested regrading or landscaping works to create a flat area of lawn free of drainage covers, install living grass topped drainage covers, or compensation.

Defence

The Home Builder says the Home Buyers were provided with technical information accurately depicting the garden's finished levels before exchange of contracts and that no positive misrepresentation was made. The Home Buyers had independent legal representation throughout and proceeded to legal completion with full knowledge of the garden's condition following their pre-completion inspection.

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

Findings

The adjudicator noted that Home Builders are only required to inform home buyers if there is a steep slope in the garden and there is no requirement to provide information about drainage covers. While the adjudicator acknowledged that the garden was not flat, they found that the slope could not be described as "steep" and therefore that the Home Builder was not under an obligation to provide the Home Buyers with information about the slope.

The adjudicator was unable to establish whether the information sheet relating to garden levels had been provided at reservation given neither party had produced it as evidence. However, the adjudicator found that the Home Builder did provide a plan at pre contract exchange, that clearly showed the levels at various points within the garden following an enquiry made by the Home Buyers.

The adjudicator noted that the Home Buyers could have made enquiries about the meaning of the red numbers if they were unsure about the meaning of the plan but was satisfied that the plan accurately showed the slope of the garden. Further that the Home Builder's use of the word "flattish" was not misleading given that this word denotes a not entirely flat garden and that it was combined with an acknowledgement that the garden would bank down towards the wall and a plan showing the specific gradients of the garden.

In relation to the Home Buyers' complaint that the garden was not complete at completion, the adjudicator was satisfied that it is not unusual for snagging issues to exist at the point of sale and the adjudicator noted that the Home Buyers had the opportunity to complete a pre-completion inspection. On the question of how the Home Builder responded to queries raised by the Home Buyers about the garden after that inspection, the adjudicator noted that no issues about the garden were raised immediately after the inspection and only after completion.

The adjudicator was satisfied that when the Home Buyers raised concerns, the Home Builder responded in a timely manner, explained that the drainage covers could not be moved, said the garden was never going to be level, provided plans, escalated the Home Buyers' concerns, and provided its final position in a timely manner. Therefore, the adjudicator found that the Home Builder complied with the requirements of Section 5.1 of the Code.

Decision

The claim did not succeed.

Adjudication Case 82 – June 2026 – HOME010122

Complaint
The Home Buyer says that the Home Builder did not disclose that the property would have a shared attenuation tank and it did not resolve the various snagging and defects with the property, including not providing the Building Completion Certificate, the electrical installation is non-compliant with the regulations, poor garden drainage, poor driveway drainage, poor flooring installation, and property remedial works poorly executed all of which led to inconvenience and distress.

The Home Buyer has requested the Home Builder arrange an independent inspection of the property and determine an appropriate financial settlement to allow all remedial works to be completed independently or pay £1,700.00 for Building Completion Certificate not being received, £2,500.00 for an electrical inspection and any repair to the electrical services, £6,455.00 NICEIC inspection and remedial works, £10,870.00 for the rear garden drainage, soil correction and returfing, replace the kitchen doors and panels, £7,000.00 for the undisclosed attenuation tank, £5,890.00 to repair the driveway drainage issues, £5,582.00 for remedial works for the carpet and vinyl flooring issues and pay £2,000.00 compensation for inconvenience and distress incurred.

Defence
The Home Builder says it has not breached any section of the Code. The Home Builder has engaged fully with the Home Buyer from the outset and worked in accordance with the LABC standards throughout. Where the standards have not been achieved, the Home Builder has agreed in all cases to rectify any defective work. Furthermore, the Home Builder says that it has provided good customer service and an accessible after-sales service throughout its dialogue with the Home Buyer.

Findings
In relation to the attenuation tank, the adjudicator was not persuaded that the Home Buyer was unaware of the tank's location, or that it would be shared having considered that the Home Buyer was given a reservation agreement that outlined the reservation terms, including what is being sold. The adjudicator concluded that the Home Builder was not misleading and untruthful and found that the Home Buyer was provided with enough pre-contract information to help them make informed purchasing decisions concerning the tank.

With regards to the Building Control Completion Certificate, the Home Builder accepted there had been some delays with obtaining it and that they continue to engage with all parties to secure the outstanding written confirmation so that the certificate can be issued. This adjudicator found this matter to be administrative and not indicative with non-compliance with Building Regulations or a breach of the Code. However, the adjudicator noted that Section 4.1.1 of the Code requires the Home Builder, at the point of Legal Completion, to give the Home Buyer a copy of the Building Regulation Control Certificate, which it had not done and therefore breached Section 4.1.1 of the Code (fifth edition).

The adjudicator was satisfied that the Home Builder provided an accessible after-sales service. The adjudicator found the Home Builder responded to the Home Buyer’s enquiries regarding the various issues raised and completed repairs, or was in the process of completing repairs, where the Home Builder found valid issues. Further, the adjudicator was satisfied the Home Builder had a system and procedures for receiving and handling service calls and complaints. The adjudicator found that the Home Builder, and its contractors, was in dialogue with the Home Buyer throughout the dispute and made numerous visits and various repairs to the Home.

While the Home Builder may not have resolved matters to the Home Buyer's satisfaction, the adjudicator was satisfied that the Home Builder had a good faith and reasonable belief that it had made reasonable attempts to resolve the issues raised and continued to be willing to address any valid outstanding problems that have been raised within the two-year warranty period.

Decision
The claim succeeded. The Home Builder was directed to provide a copy of the Building Completion Certificate as soon as possible, pay £200 for the inconvenience caused and provide an apology.

Adjudication Case 83 – June 2026 – HOME010046

Complaint
The Home Buyers say that they were told that the estate roads of their development were to be adopted. In fact, the Borough Council has refused to adopt the roads as their construction does not meet its standards. The Home Buyers assert that the Home Builder was aware of this and say that the Home Builder was aware that its construction choices did not meet the Council's requirements. They argue that the Home Builder is in breach of section 2.1 of the Code and have requested that the Home Builder fulfil all legal and contractual obligations, undertake remedial work to match the local authority's adoption standards, pay compensation for diminution in the value of the Home and cover the Home Buyers' legal fees in the event of litigation.

Defence
The Home Builder says that the problem is caused by kerb detailing and, although many Councils now accept this improved standard of construction, the Borough Council has refused to do so. The Home Builder is in consultation with the residents and nothing has been decided, but if the roads are not to be adopted, it will appoint a management company, at no cost to the residents.

Findings
Firstly, the adjudicator set out that they could not make decisions about a breach of contract, although a commitment contained in a proposed contract (such as a TP1 document which is likely to have been attached in draft to documents supplied to the Home Buyers' conveyancer) is likely to be relevant to a complaint that there has been a breach of the pre-contractual information requirements of the Code.

The adjudicator further clarified that they could not direct an award of compensation based on a loss of value to the Home as the Home Buyers had requested as this was out of scope of the Code.

The adjudicator noted that it is standard conveyancing practice for a draft of the Land Registry TPI form to be provided with or, to form a schedule to, the contract of sale. The adjudicator therefore found that, even though the registration document would have been filed after completion, it was more probable than not that it was also provided to the Home Buyers' agents (their conveyancers) prior to the sale. The adjudicator accepted therefore that the TP1 was consistent with the Home Buyers' contention that they were given pre-contractual information that the estate roads would, in due course, be adopted given statements contained within the schedules of that form.

The adjudicator further noted that it was common ground between the parties that the local authority had determined that the estate roads did not meet the standards that it prescribed for adoption and, it was clear from the Council's response, the Council did not intend to vary its standards or policies.

Taking all of the evidence into account, the adjudicator found that the Home Builder was required to bring the roads to a state where they were acceptable for adoption by the local authority. Further, that the Home Builder was in possession of information from the local authority that caused, or ought to have caused, the Home Builder to be uncertain at the pre-contract stage, as to whether the estate roads could be adopted. The adjudicator noted this uncertainty was not relayed to the Home Buyer and therefore found that the information given to the Home Buyer that the roads would be adopted was misleading because it was not clear that they would be. The adjudicator found this to be a breach of Section 1.5 of the Code.

The adjudicator also found a breach of Section 2.1 of the Code. The adjudicator was satisfied that the information in relation to the adoption of the estate roads was of a type that would affect a purchasing decision. As the Home Buyer was initially told that the roads would be adopted, and was not told until after the purchase that they would not (or may not) be adopted, the adjudicator found that fair and reliable information was not given pre-sale. Further, that the indemnity offered by the Home Builder in the form TP1, pending adoption, was not intended to be a long-term solution.

The adjudicator then considered the remedies available and found that they could not direct that the Home Builder take practical action to ensure adoption of the estate roads, even though they had found two breaches of the Code. The adjudicator explained they were mindful that any decision to make changes to the existing structure of the roads, including the kerb detail, would affect all the residents of the development whereas the application under the scheme is made by only one resident and other residents may have different opinions.

The adjudicator also accepted the submission of the Home Builder, who was undertaking a consultation and who would make a decision having heard the views of the residents and taken account of the likely costs and disruption, its market reputation and other matters. The adjudicator further concluded they had no information about the likely level of disruption or cost that would enable them to conclude that the requested remedy under the Code was fair and proportionate.

Findings
The claim succeeded and the Home Buyer awarded £600 for the inconvenience caused by the breaches of the Code.

Adjudication Case 84 – June 2026 – HOME010010

Complaint

The Home Buyer says that the Home Builder has breached Code Sections 5.1 and 5.2, because it has not rectified his complaint about water ingress into the master bedroom, faulty roof tiles and a leak in the ensuite. The Home Builder also does not have a formal complaints process for dealing with snagging issues and it has not coordinated the progress of remedial works with the Developer and Builder.

The Home Buyer has requested that the Home Builder should either rectify the outstanding issues at the Property and provide him a full scope of works; or pay him £15,000.00 compensation so that he can arrange for the remedial works to be carried out.

Defence

The Home Builder says that it has arranged for its contractor to carry out works to address the water ingress and leak in the ensuite. However, it is not liable to rectify the damage to the roof, as this damage occurred due to severe winds rather than due to a workmanship issue on its part. The Home Builder has offered to carry out remedial works in relation to the water ingress and leak in the ensuite.

Findings

The adjudicator explained that they are unable to make a technical assessment about unresolved snagging issues but could consider how the Home Builder dealt with the Home Buyer's complaint about snagging issues with reference to its obligations under Code Section 5.1.

The adjudicator further clarified 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. The adjudicator noted that the home builder can be found to have resolved a complaint under Code Section 5.1 if the evidence shows that it 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.

Turning to the claim, the adjudicator noted that the Home Builder failed to provide any response to the Home Buyer's complaint that the Home Builder did not have a complaints procedure for dealing with complaints about snagging. The adjudicator found the Home Builder provided no evidence of the information that it may have provided the Home Buyer detailing its complaints process and providing him information of the dispute resolution process available under the Code. Further, that the Home Builder only responded to the Home Buyer's complaint after referral to the Scheme.

The adjudicator also found that the Home Builder failed to properly consider the evidence the Home Buyer sent to it in relation to his complaint about the loose roof tiles. The adjudicator concluded the Home Builder had not carried out investigations to determine that no underclock had been installed and instead continued to maintain that the issue with the tiles resulted from storm damage.

The adjudicator further found that there was a delay in investigating and resolving this aspect of the Home Buyer's complaint, which in the adjudicator's view resulted in the Home Buyer incurring £850.00 on emergency repairs to the roof.

Decision

The claim succeeded. The Home Builder was directed to issue the Home Buyer a refund of £850.00 which he incurred in respect of the roof tiles; investigate the Home Buyer's complaint about water ingress into the Juliet balcony in the master bedroom, faulty roof tiles, a leak in the ensuite and the damage to surrounding areas reportedly caused by the leak; provide the Home Buyer a written response setting out the findings of its investigation along with its written proposals regarding any remedial action that it proposes to carry out in respect of the issues and pay £250 for the inconvenience caused.

Adjudication Case 85 – June 2026 – HOME009982

Complaint
The Home Buyer says that he reached an agreement in December 2025 to discontinue a previous application to this Service on the basis that the Home Builder would take action to make the roadway outside the Home safe from dangerous parking, to fell a dead and diseased tree and to carry out drainage works to his garden. One item that was also agreed has been done, but the matters mentioned have not been completed.

The Home Buyer has requested practical action to complete the works, an apology, an explanation and compensation at an amount to be determined by CEDR.

Defence
The Home Builder says that it is not in breach of the Code. It has no responsibility for the safety of the estate roads which are privately owned and has put up No Parking signs on a goodwill basis. Any work to the tree and to the Home Buyer's drainage will be undertaken in accordance with the Home Builder's own processes. It adds in response to the Proposed Decision that it had received a report from an arboricultural specialist who confirmed that the tree is not diseased or unsafe. The report noted some dieback to one side of the tree however it was considered likely to recover naturally and may have resulted from historic damage.

Findings
In considering the history of the claim, the adjudicator observed the Home Buyer's pictures and also his explanations, and concluded that the configuration of the estate road, as it is currently affecting the Home Buyer, to be significantly dangerous, including in particular, a situation where heavy lorries are caused to drive on pavements that are intended for pedestrians. While the Home Builder argued that it had taken all reasonable steps to protect the interests of the Home Buyer in respect of a matter that is not its responsibility, the adjudicator was not satisfied that this was a correct interpretation of the position.

In reaching their conclusions, the adjudicator considered a number of factors including the layout of the roadway, the effect of parked vehicles on pedestrians and other road users, the visibility of the roadway for motorists, the driving of vehicles on the pavement, the lack of road markings and traffic flow, the increased use of the roads by construction traffic and who has responsibility for management of the roads.

The adjudicator turned to Sections 2.5.1 and 2.5.2 which specify that the Home Builder must ensure its sites meet all relevant health-and-safety legislation and guidance and it must inform customers/buyers about the health-and-safety precautions they should take if permitted to visit a live construction site. This states that the Home Builder should consider the relevant needs of all site visitors when deciding whether access is suitable and safe.

The adjudicator found that although the safety problem in this case had arisen outside the construction site, they were nonetheless satisfied that a significant part of the problem faced by the Home Buyer was as a result of the Home Builder's construction site, either because vans and cars containing people visiting the site parked dangerously on the corner or because vehicles drove on the pavement. The adjudicator found that meeting health and safety legislation includes ensuring that the Home Builder's undertaking does not put the health and safety of third parties at risk and found that by putting up temporary barriers that could be moved (including being pushed away by the bumper of a car, as was evidenced in one of the Home Buyer's moving images) and only temporary signage, without further steps to ensure that these measures were effective so far as the Home Builder's own operations are concerned, the Home Builder had taken insufficient steps to ensure that the Home Buyer was not put at risk as a consequence of its undertaking.

The adjudicator turned to Section 4.1 of the Code which relates to legal completion and requires that at the point of legal completion, the Home Builder must give the Home Buyer a statement of incomplete works, not being a part of the Home, but which serve it and directly affect it, as part of the development under the relevant planning consent, and indicative timescales for their completion. Further, the adjudicator noted the guidance also says that legal completion should not take place until the property has a safe entrance and emergency exit routes, and concluded in the circumstances, that this had not occurred.

The adjudicator noted that the Code imposes a direct obligation to consider reasonable steps to reduce any detrimental impact on the Home Buyer and while the Home Builder said that reasonable steps had been taken, the adjudicator was not satisfied that this was correct as the steps taken appeared to have had little impact on the risk that had arisen outside the Home Buyer's front garden boundary.

The adjudicator further found that the Home Builder had given no advice to the Home Buyer about the safety precautions that he should take. These precautions could include, for example, providing an emergency telephone number for the Home Buyer to ring to ask the site manager to require site workers who have parked on the bend in the road to remove their vehicles.

While the Home Builder said that the Home Buyer had not followed the complaints procedure, the adjudicator was not persuaded that this point fairly reflected the circumstances. The adjudicator noted the same issues were raised by the Home Buyer to the point, previously, of the commencement of the dispute resolution process. The Home Builder was aware that the Home Buyer thought that bollards would be installed and was not disabused of his belief and was not told of the outcome of the Home Builder's research until finding subsequently that no action was taken on the 4 points that he had raised save in respect of one aspect concerning his back garden.

The adjudicator took into account that "resolving" a complaint does not necessarily mean that the Home Builder has to do what the Home Buyer wants, but equally it does not mean allowing a Home Buyer to act to his detriment in the belief that an agreement has been reached if it has not been, and then not taking any action. The adjudicator therefore found that the dispute about parking has continued unresolved for nearly seventeen months which is not in accordance with section 5.2.4 of the Code.

In respect of the safety/parking issue, the adjudicator found that the Home Builder was in breach of sections 2.5.1, 2.5.2, 4.1, 4.2, 5.1 and 5.2 of the Code. The adjudicator also found that the Home Builder was in breach of section 1.6.1 of the Code because it had not helped the Home Buyer to make informed decisions on this issue.

The adjudicator found that the situation was similar in respect of the tree. The Home Builder allowed the Home Buyer to believe that the tree, that caused him risk, would be felled. The adjudicator concluded the Home Builder's response to the Home Buyer's claim was not clear that it intended to take any action and asserted that everything was fine as matters stand. The adjudicator found this was not consistent with the Home Builder's promises that it would take action in respect of the tree and found that following a previous agreement, the Home Builder was required to ensure that action was taken in a reasonable time.

The adjudicator further noted that if, as it states, the Home Builder had taken advice from an agricultural specialist, the individual or firm in question had not been identified and it was not stated that the Home Builder had received a written report. The Home Buyer had not been given a copy of a written report and the Home Builder had not explained why it feels able to rely on the advice received. The adjudicator found that the passage of 5 months without provision to the Home Buyer of a suitable timetable for work that he expected was not reasonable and a breach of section 5.2.

With regard to the drainage issues within the Home Buyer's back garden, the adjudicator was satisfied that this was also one of the four matters that the Home Buyer was led to believe would be addressed and again found that the Home Builder was in breach of section 5.2 of the Code.

Decision

The claim succeeded. The Home Builder was directed to:

1. Take all necessary steps to ensure that its own staff, contractors and suppliers do not park on the bend or drive on the pavement of the estate outside the Home. The Home Buyer shall be informed in writing what these steps are and when they will be in place.
2. Obtain a written expert report from an arborist as to the safety of the diseased tree opposite the Home Buyer unless it has already done so. If so, it shall share this report with the Home Buyer. If the Home Builder is already in possession of a written report from an arboricultural specialist that indicates that the tree will not drop branches, a copy of this should be provided to the Home Buyer.
3. If the arborist or arboricultural specialist recommends steps to be taken to improve the safety of the tree, the Home Builder shall put in place all necessary steps to ensure that any recommended work to the tree is carried out. The Home Buyer shall be informed in writing when the work will be done.
4. Carry out the promised drainage work to the Home Buyer's back garden. If this cannot be carried out within the time stated, the Home Builder shall inform the Home Buyer in writing when the work can be done and shall do the work on the dates stated.
5. Apologise to the Home Buyer in writing for the breaches of the Code found.

6 Pay compensation of £1,500.00 to the Home Buyer.

Adjudication Case 86 – June 2026 – HOME010134

Complaint

The Home Buyer says that the Home Builder did not tell them that, immediately after the purchase of their Home, the Home Builder would move the site compound and associated cement silos to a point outside their rear fence. This has spoiled their view and has caused nuisance. The Home Buyer says that the Home Builder is in breach of sections 1.5 and 2.1 of the Code and it also applied unfair pressure on him and his partner to complete the purchase of the Home. The Home Buyer has requested compensation of £50,000.00.

Defence

The Home Builder says that the Home Buyer was aware that development of the site was underway, and it had told the Home Buyer that the site compound would be moved to an area outside the Home Buyer's boundary. The Home Builder has offered reasonable compensation (money to buy screening plants) and adjustments, including offering an opportunity to the Home Buyer to rescind the transaction prior to exchange.

Findings

The adjudicator concluded that it was foreseeable that the location of the site compound would have affected the Home Buyer's purchasing decision and that it was a matter about which a prospective purchaser should have been informed within the requirements of section 2.1 of the Code. The adjudicator noted that while the Home Builder submitted that it did not ordinarily publicise the locations of its compound moves throughout the period of the development, it did not follow that it should not tell a prospective purchaser, who would be adversely affected by its location about this. Therefore the adjudicator found that the Home Builder was in breach of section 2.1 of the Code. They were satisfied that the Home Builder was aware that the site compound would be relocated to a location by the Home, even if its sales staff did not, but that it did not communicate to the Home Buyer the information of which it is was already aware. The breach was one of omission to give information that it knew.

The adjudicator did not find that the Home Builder was in breach of section 1.5 of the Code in as much as they did not give untruthful or misleading information by not explaining that the site compound would move, and accepted that the documents and plans that the Home Buyer was shown would reasonably have been understood to relate to the development once it was complete, not while it was under construction. The reason the adjudicator gave as to why there was no breach of this section was because the Home Builder did not give positive information to the Home Buyer to state that the Home would be unaffected by site activities, including relocation of the compound and silos.

As for the Home Buyer's complaint that he was subjected to a high-pressure selling technique because he was not given sufficient time to decide whether to withdraw from completion, the adjudicator did not find that the Home Builder was in breach of section 1.5 of the Code, which relates to pre-sale activities. The adjudicator did not find that the offer to rescind a contract by which the Home Buyer is already bound can be equated to pre-contract pressure to enter into it.

The adjudicator did however find that, from the date of reservation to the offer of rescission of the contract, the Home Builder had breached the obligations arising under section 1.6 of the Code. The adjudicator considered the Home Buyer and his partner were vulnerable in their dealings with the Home Builder in two ways; firstly because of their age, which was apparent to the Home Builder from the outset, and that the presence of concrete silos and compound activity for a 5-year period outside the Home would foreseeably have deprived them of a significant proportion of the potential future enjoyment of the Home.

Secondly, the adjudicator found that, at the point when the Home Builder afforded the Home Buyer the option to withdraw from the sale, it knew that the Home Buyer was likely to have made commitments to the purchase (including a sale of a previous property and likely inability to find an alternative purchase). The Home Buyer was financially vulnerable and the Home Builder's offer to rescind the transaction would foreseeably only address the part of their financial vulnerability that related to their previous payments and not to their potential reliance loss because they would have become effectively homeless.

The adjudicator did not regard this offer and decision to continue with the purchase to be informed consent, because it is likely that the Home Buyers were at that point likely to be deeply prejudiced by discontinuing the transaction. Moreover, the offer made (and accepted) of screening, soft close toilets and restoring the fence to a legal height, did not address the probable ongoing inconvenience and distress caused by the compound, although the adjudicator accepted that the further measures (de-stacking the cabins in the site office compound area, building a new car park, constructing a new haul road, and relocating the site manager's office and welfare area) will have further addressed the Home Buyer's concerns.

Decision

The adjudicator commented that despite the efforts made by the Home Builder to mitigate the effects of the identified breaches for some 5 years, it was fair and reasonable to award compensation at the maximum of the permitted amount, namely £2,000.00. The adjudicator added that were there not a capped amount that can be paid for compensation under the Scheme, they would have awarded a sum of £100.00 per month for each month when the cement towers remained in place and the compound was being used for construction-related services (other than construction of new homes).

The adjudicator also added that in its most recent correspondence with CEDR, the Home Builder had made an offer to the Home Buyer but which could not be incorporated into the Decision because it was dependent upon the Home Buyer's agreement to reach a full and final settlement of this dispute between the parties. The adjudicator recorded that the offer was to pay the sum of £2,000.00 awarded in the Final Decision and to move the three concrete silos to a location away from the Home Buyer's boundary. The adjudicator confirmed that nothing in the Final Decision prevented the Home Buyer from accepting this offer if he wished to do so, but that it would need to be arranged directly between the parties outside the adjudication process.

Adjudication Case 87 – April 2026 – HOME009750

Complaint
The Home Buyer says that over a period of nearly two years, the Home Builder has not addressed the snags in the Home of which she says there are nearly 200. She complains of breaches of sections 5.1 and 5.2 of the 5th Edition of the Code. The Home Buyer has requested compensation of £12,000.00, an explanation and practical action.

Defence
The Home Builder has not responded to this claim, but the adjudicator noted that since the issue of the Proposed Decision in this case, NHBC has accepted the Home Buyer's claim in respect of a number of items numbered indicating payment for the works within its resolution report to a maximum sum of £4,857.89 excluding VAT (although with provision for increase if the stated sum is insufficient).

Findings
The adjudicator found that the history of the claim showed that the Home Builder had not set up a compliant aftercare service and had not responded to the Home Buyer's complaint in a way that was consistent with the obligations of the Code.

The adjudicator found the Home Builder had not provided an explanation of whether snags have or would be fixed or accepted within a reasonable time and, moreover, the timescales for the Home Builder's responses were not at all close to the expectations of the Code to acknowledge concerns and fix them as soon as possible. The adjudicator was mindful that the Home Buyer provided a detailed snagging list at an early stage yet by early 2025 was unaware of the Home Builder's response and therefore had to refer matters to NHBC. The adjudicator found that the Home Builder had not provided settlement within 30 days or a specified time and had not given monthly updates as to what was to happen which was a breach of section 5.1 of the Code.

The adjudicator further concluded that the Home Builder did not have a system in place for dealing with individual complaints when they arose, and that multiple homeowners had raised snags and were chasing for responses. The adjudicator found that homeowners were, systemically, having a problem in contacting personnel from the Home Builder who could assess, coordinate and carry out snagging work within a reasonable time and therefore this was a breach of section 5.2 of the Code.

Decision
The claim succeeded. The Home Builder was directed to reply in writing to the Home Buyer's letter of complaint sent to the Managing Director in May 2025, explaining its position and setting out its proposals (if any) for addressing the Home Buyer's concerns. In respect of those items of the Home Buyer's snagging claims that had not been determined by her application to NHBC, the Home Builder shall assess the alleged snags and state in writing whether it accepts any of these, and if so, when any work will be done. If the Home Builder decides that work will not be undertaken to remedy the alleged snags, the Home Buyer should be told the reason by the Home Builder in writing and further, to pay £1,500.00 compensation for inconvenience and distress.

Adjudication Case 88 – April 2026 – HOME009612

Complaint
The Home Buyer complains that there were a number of defects in the Home when they moved in and the Home Builder has not resolved some of these. They claim there were customer service failures and that they had to deal with multiple people; appointments were missed; issues took years to resolve; and they had to chase the Home Builder multiple times.

The Home Buyer claims the Home Builder breached sections 1.4, 4.1 and 5.1 of the Code and requested an apology; an explanation; reimbursement of any costs to obtain third-party inspections or specialist reports; and £12,045.12 compensation. The compensating includes: £7,500.00 for professional brickwork repairs; £1,500.00 for the garden wall issue; £1,886.80 reimbursement for garden repairs; £500.00 as a goodwill gesture; £50.00 for the delayed canopy; £608.31 to replace the fridge freezer.

Defence
The Home Builder denies any breaches of the Code and says it provided an after-sales service. At each point, it inspected and reported its findings or completed works within a reasonable period of time. The Home Builder also says it has a system in place for receiving, handling and resolving complaints; it has always responded to complaints in a reasonable timeframe and has either set out its position, carried out work, or made an offer of a cash settlement.

The Home Builder offered £2,500.00 regarding the brickwork issues, but this offer was rejected.

Findings
The adjudicator concluded that the Home Builder provided an accessible after-sales service as they were in dialogue with the Home Buyer throughout his dispute and while the Home Buyer dealt with a number of different staff, the adjudicator was satisfied that the Home Builder notified the Home Buyer who was responsible for each role, and it notified him of staff changes.

In relation to the handling of the Home Buyer’s complaints about snagging issues, the adjudicator found that these were investigated and responded to. However, the investigations and responses were sometimes delayed and the Home Buyer had to chase the Home Builder. Further, while the Home Builder conducted remedial work, this was not always of a reasonable standard and the Home Buyer had to refer matters back to the Home Builder. Some issues took many months either to be remedied or for the Home Builder to provide its final position. In addition, appointments were missed and contractors sometimes attended without sufficient notice.

While the adjudicator was satisfied that the Home Builder had systems and procedures for receiving, handling and resolving home buyer's complaints, nonetheless they found that the Home Builder had not dealt with the Home Buyer's concerns within a reasonable time and it had not provided accurate information about the likely timescale for resolution of issues breaching section 5.1 of the Code.

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

Adjudication Case 89 – April 2026 – HOME009719

Complaint
The Home Buyer claims that between 2019 and 2023, the Home Builder replaced three front doors, two back doors and a patio door, due to repeated failures. Despite these replacements, the same problems continued, indicating that the underlying causes were never addressed. The Home Buyer has claimed £11,277.68 in compensation to cover the emergency locksmith attendance, replacement of the defective doors, an independent RICS survey, and £3,750.00 for the distress and anxiety suffered.

Defence
The Home Builder says that "all items reported during the initial two-year warranty period were addressed and resolved in line with our obligations." The Home Builder has provided an NHBC "Resolution Report" dated 26 March 2025 relating to the doors and "would also like to reiterate that NHBC has confirmed there are no issues with any other doors apart from the utility door." The front door is outside the 4-year warranty period.

The Home Builder has offered to rectify the utility door but the Home Buyer will not allow access.

Findings
The Home Buyer had cited a number of sections of the Code which they alleged had been breached by the Home Builder but the adjudicator found no evidence in support of the claim and determined under the circumstances, there were no breaches of the Code.

In relation to the provision of an accessible after-sales service, the adjudicator was satisfied that the Home Builder did respond promptly to the Home Buyer's correspondence to set out its position and also attempted to carry out the remedial works that it believed were required. As such, found no breach of the Code.

Decision
The claim did not succeed.

Adjudication Case 90 – May 2026 – HOME009774

Complaint
The Home Buyer says that the Home Builder is in breach of the Consumer Code for Home Builders. She refers to issues regarding her roof which have been the subject of an NHBC investigation and report and complains of breaches of sections 2.3, 4.1 and 5.1 of the Code. The Home Buyer has requested a direction for practical action in respect of the roof and compensation of £400.00.

Defence
The Home Builder says that it acknowledges deficiencies in its complaints handling and offers a written apology. In relation to the issues concerning the roof, that is subject to NHBC processes and outside the scope of the Code.

Findings
The adjudicator commenced by setting out the scope of the elements of the claim that fell within the jurisdiction of the Scheme and explained that they could look at whether the Home Builder had handled after-sales calls and complaints (sections 4.1 and 5.1 of the Code) and the way in which it had applied the more general Code provisions.

In relation to the provision of an accessible after-sales service, the adjudicator was satisfied that Home the Buyer was able to raise and pursue her complaint and was not told how to do this.

The adjudicator was also satisfied that the Home Buyer was informed about how to raise a complaint through the dispute resolution scheme. However, the adjudicator found that the Home Builder did not comply with the Code is in respect of investigation and timing. The adjudicator noted that the handling of a complaint requires a Home Builder to investigate a complaint within a reasonable time, to reach an informed decision and to communicate the outcome to the Home Buyer.

The adjudicator found the Home Builder, which they acknowledged, was slow to investigate and carry out works and that a period of nearly two months to set a timetable towards resolution was unreasonably long. Even then the adjudicator found further delays in resolving matters and determined section 5.1 of the Code had been breached as a result.

Decision
The claim succeeded. The Home Builder was directed to pay £250 for the inconvenience caused and to issue an apology.

Adjudication Case 91 – March 2026 – HOME009789

Complaint
The Home Buyer says that the property was not built in accordance with the pre-purchase layout drawings shown at reservation, which featured a retaining wall and metal railing extending all the way to the farmer's hedgerow along the property boundary; that this resulted in a gap in the boundary through which members of the public regularly trespass; and that the Home Builder failed to respond to the Home Buyer's complaint about this for 12 weeks, and has not handled the Home Buyer's complaints adequately.

The Home Buyer has requested that the Home Builder extend the retaining wall and railing to the farmer's hedgerow as shown on the pre-purchase drawings, remove the beech hedge planted as an interim measure, and fill the concrete holes left when the temporary fence was removed.

Defence
The Home Builder says that the retaining wall was built in accordance with the engineering drawings. The Home Builder acknowledges that the layout drawing shown to the Home Buyer at reservation depicted the metal railing extending to the farmer's hedgerow, and that this portion of the boundary structure has not been installed. The Home Builder attributes it not responding to the Home Buyer's email of October 2025 to an IT error. The Home Builder has offered to install the metal fencing and has offered the Home Buyer a settlement payment of £250.00.

Findings
The adjudicator found that the Home Builder provided the Home Buyer with a layout drawing before reservation which was inaccurate as to the extent of the boundary structure to be installed. The Home Buyer reserved the property in reliance on that drawing, which showed the boundary structure as a key feature of the plot. Whether the layout drawing was prepared in error or was not intended to represent the final design as built, the adjudicator found the result was that the Home Buyer was not given accurate and reliable pre-purchase information; a point which the adjudicator noted the Home Builder itself acknowledged in that the layout drawing indicated the railing extending to the hedgerow. The adjudicator therefore found that the Home Builder had not acted in accordance with Section 2.1 of the Code.

While the Home Builder cited the failure to respond to the Home Buyer's complaint was as a result of an IT error, the adjudicator was satisfied that a failure to respond to a customer complaint for 12 weeks was not consistent with the Home Builder having an accessible after-sales service. The adjudicator considered the Home Builder was responsible for ensuring that its communication systems were functioning correctly and that the Home Builder has not complied with Section 4.1 of the Code.

The adjudicator further found that the Home Builder's failure to resolve the Home Buyer's complaint, over a period of three and half years further, was a breach of Section 5.1 of the Code.

Decision
The claim succeeded. The Home Builder was directed to install metal fencing/railing from the current end of the retaining wall to the farmer's hedgerow, painted to match the existing railing; remove the beech hedge from the boundary; fill the concrete holes left when the temporary fence was removed; failing which, pay to the Home Buyer the reasonable evidenced costs of third parties doing the work up to the limit imposed by the Scheme and to pay to the Home Buyer £250.00 for inconvenience.

Adjudication Case 92 – April 2026 – HOME009824

Complaint

The Home Buyer complains that the dry roof edge tiles used by the Home Builder have started to degrade and fade because the products used are not UV stabilised and are not compliant with building regulations and NHBC standards.

The Home Buyer has asked that the Home Builder replace the dry ridge tiles with a system which is UV stabilised.

Defence

The Home Builder says that the dry roof edge tiles are not defective, and that cosmetic issues are not a defect. The Home Builder has made no offer of settlement.

Findings

The adjudicator explained that they are only able to consider matters where a breach of the Code is alleged and that they had asked the Home Buyer for further particulars to their claim. When this was not forthcoming, the adjudicator determined that there were no allegations before them that the Home Builder had breached the Code and having reviewed the evidence, found that there was nothing which obviously pointed to a breach of the Code on the part of the Home Builder.

Decision

The claim did not succeed.

Adjudication Case 93 – April 2026 – HOME009928

Complaint
The Home Buyer says that the Home Builder has not resolved the water ingress issue, and the after-sales service was poor. The Home Buyer has requested an apology, an explanation, completion of remedial work, and £4,000.00 compensation.

Defence
The Home Builder acknowledges some shortfalls of service. The Home Builder has offered to rectify the issue.

Findings
The adjudicator found 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 this issue. Nevertheless, the adjudicator was satisfied that 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 this issue.

The adjudicator noted that the Home Builder acknowledged that the work in respect of water ingress did not resolve the problem and the adjudicator found that the Home Buyer repeatedly reported missed appointments. Further, the Home Buyer had to chase for responses and timelines for work to be completed and the issue had not been resolved more than two years after it was first reported.

The adjudicator therefore found a breach of Section 5.1 of the Code.

Decision
The claim succeeded. The Home Buyer was awarded £500.00 for the inconvenience caused and an apology.

Adjudication Case 94 – April 2026 – HOME009956

Complaint
The Home Buyer says that the rear garden has suffered from persistent waterlogging, and that the Home Builder has not complied with Sections 5.1 and 5.2 of the Code in not resolving the matter and in making contradictory statements and adopting a disorganised approach to complaint resolution.

The Home Buyer has requested payment of £19,025.00, comprising £16,500.00 in respect of the cost of putting the matters complained of right (originally framed as 10% of the value of the Home but, following the in-house adjudicator's objection decision dated 16 March 2026, re-cast as the cost of remedial works); £525.00 in respect of 3.5 days taken off work to be present during the Home Builder's visits; and £2,000.00 compensation for inconvenience.

Defence
The Home Builder says that it denies any breach of the Code; and that the Home Builder has appropriately acted upon and responded to the Home Buyer's complaints including by offering alternative resolutions, attending the property on multiple occasions, and in issuing a written final response. The Home Builder has made no offer of settlement.

Findings
The adjudicator was satisfied that the Home Builder had provided an accessible after-sales service. They found that the Home Builder had been in repeated communications with the Home Buyer, multiple site attendances by representatives of the Home Builder, two phases of drainage works carried out at the Home Builder's cost, the relaying of patio slabs on more than one occasion, the laying of new turf, and the offer of further remedial works (including decking, extension of the patio with Indian sandstone, and the installation of a gravel border with stone gravel columns). The adjudicator found that throughout, the Home Builder had been available to the Home Buyer by telephone, email and in person.

As to the alleged non-compliance with warranty responsibilities, the adjudicator found that the Home Builder had, at all material times, engaged with the issue, had not denied responsibility for putting right defective work within the relevant warranty period, and had in fact carried out substantial works at its own cost and therefore no breach of Section 5.1 was established.

As to the time taken to attempt to resolve the matter, the adjudicator found that while resolution had been slow, this had been the result of successive attempts at remedial work, the need to assess the effect of those works over time (including over winter, as is reasonable in the case of drainage and turf), and a willingness on the part of the Home Builder to try further measures. The adjudicator did not consider that the time taken, viewed in this context, was so excessive as to amount to a breach of the Home Builder's obligation to provide an accessible after-sales service.

The adjudicator further found that the Home Builder operated a compliant complaints procedure. The adjudicator was satisfied that the complaint was received, investigated and responded to and when the Home Buyer requested escalation, the matter was escalated to the Quality Manager and ultimately to the Construction Manager, both of whom attended the Home in person before issuing a written final response.

Decision
The claim did not succeed.

Adjudication Case 95 – June 2026 – HOME010006

Complaint
The Home Buyers say that the Home Builder has breached several sections of the Code due to its failure to provide accurate information about the Public Open Space ("POS") on the development, and its failure to complete the POS as it had represented to them. It also handled their complaint about this issue poorly.

The Home Buyers have requested that the Home Builder should take several actions including apologise to them, complete the POS, and pay them £15,000.00 compensation for several losses including loss of amenity and distress and inconvenience.

Defence
The Home Builder says that it has not breached the Code. The delays in completing estate works including the POS are due to the complexity of the matters involved (in particular, drainage failures requiring large-scale remediation and the consortium arrangements) and factors outside its direct control. It has an accessible after-sales service and complaints procedures in place, and it kept the Home Buyers informed of progress on the estate works. It has already paid the Home Buyers £5,000.00 partly in lieu of brickwork remedials and partly as an apology for the delay to the completion of the POS. This represents fair and reasonable compensation in the circumstances. No offer of settlement has been made.

Findings
The adjudicator found that the Home Builder breached Code Section 1.5 because, at the pre purchase stage, it did not provide the Home Buyers clear information about the incomplete status of the Public Open Space and the purpose for which the Public Open Space would be used while the development remained under construction. The adjudicator acknowledged that the Home Builder may not have fully appreciated at the pre-purchase stage the extent of delay that would have occurred to the completion of the Public Open Space however, they found that it would have, or ought to have, been clearer to the Home Builder closer to the exchange of contracts that the Public Open Space would not be completed by handover/on legal completion. The adjudicator felt therefore, the Home Builder could have provided the Home Buyers with an updated position on the status of the Public Open Space, particularly given the location of the Property directly opposite the Public Open Space.

The adjudicator also found that the Home Builder breached Code Section 2.1 for these reasons. The Planting Plan represented that the Property would be situated in the midst of completed landscaping and given the location of the Property directly opposite the Public Open Space, the adjudicator considered that the Home Builder ought to have provided the Home Buyers updated information about the status of Public Open Space at the pre-purchase stage including its plans to use the Public Open Space as a construction compound.

The adjudicator acknowledged that the Home Buyers may have viewed the Property and proceeded with the sale, despite that they may have become aware that the Public Open Space had not been completed but found that the burden under Code Sections 1.5 and 2.1 is ultimately for the Home Builder to ensure clarity and accuracy in its literature. The fact that the Home Buyers may have become aware at some stage in the sales process that the

Public Open Space was not complete did not excuse the Home Builder's breach of the Code.

The adjudicator further found that the failure to provide clear sales and marketing information and sufficient pre-purchase information also amounted to a breach of Code Section 1.3, which requires that the Home Builder “must have suitable systems and procedures to ensure it can reliably and accurately meet the commitments on service, procedures and information in the Code.

In relation to the completion of the Public Open Space, the adjudicator found that the Home Builder breached Code Section 3.2 because when it missed the anticipated completion dates, the Home Buyers needed to contact it several times seeking information, including a full update on the outstanding landscaping and a programme for completion.

The adjudicator found that when the Home Builder responded, it did not provide the Home Buyers with sufficient detail about what the works were that were outstanding, what steps (if any) had been taken to progress the completion in the period since previous completion targets were missed and its intended programme to complete the works. The adjudicator found that the information regarding completion the Home Builder provided was vague and did not adequately manage the Home Buyers’ expectations. Consequently, the information it provided to the Home Buyers was not reliable.

The adjudicator was however satisfied that the Home Builder provided the Home Buyers information about the health and safety precautions they should take on the development under construction and did not therefore breach Code Section 4.2.

The adjudicator was satisfied that that the Home Builder’s after-sales service was accessible and the Home Buyers were able to report several issues after the sale of the Property which the Home Builder corresponded with them about. Specifically, in relation to the completion of the Public Open Space, the adjudicator noted there were several emails between the parties which, although largely initiated by the Home Buyers, showed a level of engagement from the Home Builder who also attended a site meeting.

In relation to the Home Buyer’s complaint, the adjudicator found no evidence of proactive contact from the Home Builder to the Home Buyers providing them information such as progress being made on the Public Open Space or updates on missed completion dates. As a result, the adjudicator noted the Home Buyers had to chase the Home Builder a number of times to obtain information and secure progression of the matters. In addition to the lack of response to complaints made, it appeared to the adjudicator that the Home Builder was generally reactive in its approach, responding to the Home Buyers’ queries when followed up by the Home Buyers rather than providing a comprehensive response on all the issues raised with a clear plan of action. The adjudicator found that the Home Builder did not resolve the Home Buyers’ complaint and it breached Code Section 5.1.

Decision
The claim succeeded. The adjudicator directed that in the period of six months from when the Home Buyers accept the Final Decision in this case (unless the Public Open Space is completed before the six month period expires), the Home Builder shall write to the Home

Buyers at six week intervals providing them an update on and details of works being carried out to complete the Public Open Space within its advised target deadline. Further, to pay the Home Buyer £500 for the inconvenience caused and provide a written apology.

Adjudication Case 96 – May 2026 – HOME010031

Complaint
The Home Buyer says that the Home Builder did not undertake a thorough pre-completion inspection, failed to install a hot water cylinder to prevent low water pressure and has not fixed the persistent "ticking" or "dripping" sound beneath the floor of the second bedroom, 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 fix the persistent sound beneath the floor of the second bedroom by upgrading the size of the pipework and pay the costs of installing the hot water cylinder.

Defence
The Home Builder says that despite the pipework being the correct specification it inspected the property after the initial complaint about low pressure and made changes to the property's pipework to increase the internal pressure. However the customer, by retrospectively installing an air source heat pump and hot water cylinder to improve performance, without making corresponding changes to the hot water distribution pipework, has caused the pipework noise beneath the second bedroom. Under the original heating and hot water design of the property, there was no requirement for the domestic hot water pipework to be larger than 15mm, which is consistent with the heating and domestic schematic drawings for the property as constructed. Therefore, there is no requirement under the approved design for the hot pipework to be upgraded to 22mm. Furthermore, the Home Builder says that it has provided good customer service and an accessible after-sales service throughout its dialogue with the Home Buyer.

Findings
The adjudicator found no evidence that the leakage from the ensuite into the kitchen was present at the time of completion, or, if it were present, it would have been visible during the Home Buyer's final quality-assurance inspection of the Home.

In relation to the Home Buyer's allegations that the Home Builder breached the Code by providing poor customer service response times, failing to install a hot water cylinder to prevent low water pressure and not fixing the persistent "ticking" or "dripping" sound beneath the floor of the second bedroom, the adjudicator was satisfied that the Home Builder responded to the Home Buyer's enquiries regarding various plumbing issues and completed repairs where the Home Builder found valid issues. Furthermore, the Home Builder and its contractors made numerous visits and various repairs to the Home throughout the dispute.

The adjudicator noted that the Home Buyer had retrospectively installed an air source heat pump and a hot water cylinder, without making corresponding changes to the hot water distribution pipework, found that the Home Builder had good faith and a reasonable belief that it had made reasonable attempts to resolve the issues raised, but any further work on the plumbing issues fell outside its liability.

Decision
The claim did not succeed.

Adjudication Case 97 – May 2026 – HOME010069

Complaint
The Home Buyer says that the Home Builder breached Code Section 4.1, because it did not properly investigate a recurring drainage issue and has refused to rectify a defective shared drainage system. It also breached Code Section 5.1, because it did not handle his complaint properly.

The Home Buyer has requested that the Home Builder should commission a proper design compliance survey and carry out remedial works to the drain and pay him £8,333.00 compensation.

Defence
The Home Builder says that no defect was found with the drain and as a result, it closed the complaint in line with its complaints process when no defect was found. It accepts that the Home Buyer was signposted to the incorrect dispute resolution service during the complaints handling process. It regrets this and is taking proactive action to resolve this to ensure that its customers are provided with the most accurate information when requested. No offer of settlement has been made.

Findings
The adjudicator clarified that they could not overrule the decision of the NHBC on the matter of the drainage and the boiler. The NHBC had confirmed that its Claims Team had decided that the NHBC could not assist further because there was no evidence of a defect with the drainage and the blockage occurred outside the boundary of the Property. Further, that it was unlikely that the boiler shutdown is related to the drainage issue. The adjudicator explained that the scope of their decision was concerned purely with the way the Home Builder dealt with the Home Buyer's complaint from a customer services point of view by reference to its obligations under the Code, rather than the technical issues regarding the drainage and boiler.

The adjudicator found that the Home Buyer was able to access the Home Builder's after-sales service, having complained about the drain after the sale of the Property which the Home Builder acknowledged, corresponded with the Home Buyer about and made arrangements to investigate. The adjudicator also found no indication of a failing in respect of the provision of contact and guarantees/warranties information and therefore did not find a breach of Code Section 4.1.

In relation to complaint handling, the adjudicator found that the Home Builder addressed the Home Buyer's complaint about the drainage thereby resolving it, albeit the Home Buyer was not satisfied with the response which, in itself, the adjudicator noted did not automatically lead to the conclusion that the Home Builder has breached the Code. The adjudicator was satisfied that the Home Builder carried out reasonable steps to investigate the complaint about the drain, including arranging for an inspection promptly after the Home Buyer complained. It also obtained input from external drainage experts and its own technical team before deciding not to take further action. The adjudicator found the Home Builder took reasonable steps when investigating the complaint about the drain.

The adjudicator did however find that the Home Builder breached Code Section 5.1 because it signposted the Home Buyer to the incorrect dispute resolution service. The Home Buyer stated that the service he was referred to informed him that it did not have jurisdiction in the matter before he submitted his complaint to the Code's Dispute Resolution Scheme.

Decision
The claim succeeded and the Home Buyer awarded £100.00 for the inconvenience caused.

Adjudication Case 98 – May 2026 – HOME010087

Complaint
The Home Buyer says that the Home Builder has not completely resolved the issues with sound transfer from the apartment above, despite installing further sound proofing. 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 fix the persistent sound from the apartment above and pay £15,000.00 for the inconvenience and distress incurred.

Defence
The Home Builder says that the Home has had both airborne and impact acoustic tests carried out which confirm the building is performing in excess of the Building Regulation requirements. In addition to this, there is an acoustic mat installed within the floor make up between the Buyer's apartment and the apartment above. The company has undertaken a physical inspection of both apartments, made repairs where necessary and are confident there is now no build defect with the sound insulation between the floors. Furthermore, the Home Builder says that it has provided good customer service and an accessible after-sales service throughout its dialogue with the Home Buyer. Where any perceived failures in service have led to inconvenience and distress, this has been adequately compensated for within a goodwill payment of £605.90.

Findings
The adjudicator was satisfied that the Home Builder provided an accessible after-sales service having responded to the Home Buyer's enquiries, made numerous visits to the property, and also replacing the sound insulation in the ceilings to help reduce any noise from above.

While the matter has not been resolved to the Home Buyer's satisfaction, the adjudicator was satisfied the Home Builder had made various attempts to prevent further noise issues since the issue was raised and was ultimately of the view that no further work was necessary, as both airborne and impact acoustic tests carried out confirmed the building was performing in excess of the Building Regulation requirements. Therefore, the adjudicator was satisfied that the Home Builder had a good faith and reasonable belief that it had resolved any noise issue emanating from the property above.

Decision
The claim did not succeed.

Adjudication Case 99 – June 2026 – HOME010177

Complaint

The Home Buyer says that the Home Builder is in breach of sections 4.1 and 5.1 of the Code because it did not provide an accessible service when he complained of defective fence posts within the 2- year period allowed by the Code. He says he was promised that the matter would be investigated and then was told when he complained after 9 months that the fence had sustained third-party damage and was not covered by the warranty. He challenges the reasoning for the Home Builder’s decision and asks for an apology, compensation of £350.00 and rectification of the defect to the fence posts.

Defence

The Home Builder says that it responded promptly to the Home Buyer’s letter of complaint and explained that the defect had arisen post installation as a result of third-party actions and was not within the terms of the warranty.

Findings

The adjudicator found that there was a breach of section 4.1 of the Code because, for extended periods, the after-sales service was inaccessible. The adjudicator noted that over a period of approximately 9 months, the Home Buyer had asked for the fence posts at his Home to be replaced. The adjudicator found that the information that he was given was confusing and inconsistent and although the Home Buyer was told that all the work under the warranty had been done, he was not told that this meant that the fence posts did not fall under the warranty. Further, the Home Buyer was then told that a contractor would contact him again, but this did not happen.

The adjudicator also determined a breach of section 5.1 of the Code. The adjudicator found the Home Buyer’s request for resolution of his service call/complaint was not resolved for a period of nine months which was not an appropriate time. The adjudicator further noted the Home Buyer was not told why the contractors had formed the view that a third party had damaged the fence, nor when this view had been formed, nor that it had been communicated to the Home Buyer. Instead, the adjudicator reflected that the Home Buyer had been given a false impression that there would be a future timetable for work to be undertaken, whereas this was misleading.

Furthermore, the adjudicator found there had been no damage by a third party and any reference to a requirement to report a defect within 7 days of the date of completion was not consistent with the requirements of the Code, which provides for a 2-year defects period.

Decision

The claim succeeded.

Adjudication Case 100 – June 2026 – HOME010219

Complaint
The Home Buyer says that the Home Builder left the kitchen floor of the Home uneven, and that the Home Builder has not dealt with the Home Buyer's complaint in this regard, nor cooperated with professional advisors, in compliance with the Code. The Home Buyer has requested that the Home Builder cover the costs of the floor levelling in the amount of £7,500.00.

Defence
The Home Builder says that the substance of the Home Buyer's complaint relates to a defect, whose existence is disputed, and so is not within the scope of the Scheme; and that the Home Builder properly considered the Home Buyer's complaint. The Home Builder states that it bears no responsibility under the Code to agree resolutions with third-party contractors appointed by the Home Buyer. The Home Builder has offered the Home Buyer £1,000.00 goodwill gesture, which the Home Buyer declined.

Findings
The adjudicator noted the centre of the Home Buyer's complaint was that the ground floor of the Home was uneven and out of tolerance. However, who should bear the cost of any remedial works, were matters for the Home Warranty Body or another forum. Further, the Home Warranty Body had considered the matter under its conciliation process and closed its file because the flooring had already been laid; and that the Home Builder offered £1,000.00 as a gesture of goodwill, which remained a matter for the parties.

In relation to complaint handling, the adjudicator found that although the Home Builder had a complaints system in name, it did not operate its procedures for handling and resolving this complaint within an appropriate time, nor did it keep the Home Buyer reasonably informed of progress.

After the Home Buyer first raised the complaint about the floor, and remedial works were verbally approved, the adjudicator noted thereafter that the matter seemed to have stalled. The adjudicator found the Home Buyer's telephone calls were not returned over a period of months, and the assigned handler left the Home Builder without having recorded the complaint, so that the Home Buyer had to set the complaint out afresh some months later.

The adjudicator concluded that when the Home Buyer escalated the matter formally, the Home Builder did not meet its own published timescale: its complaints procedure promised a response to an appeal within 20 working days, but the Home Buyer's letter recorded that more than 100 working days had by then passed without a substantive response. Further, that a final response was not provided until some nineteen months after the complaint was first raised. The adjudicator determined this was a breach of Section 5.1 of the Code.

Decision
The claim succeeded. The Home Buyer was awarded £500.00 for the inconvenience caused and an apology.

Adjudication Case 101 – June 2026 – HOME010388

Complaint
The Home Buyers say that the Home Builder has not resolved the snagging issues, and its after-sales service and complaint handling was poor. The Home Buyers have requested £15,000.00 compensation.

Defence
The Home Builder says that it worked with the Home Buyers and only one defect has yet to be rectified. The Home Builder has not made an offer of settlement.

Findings
The adjudicator found that the Home Builder provided an accessible after-sales service in as much as the Home Buyers were made aware of the after-sales service and who to contact. However, the adjudicator also found that while the Home Builder completed some remedial work and booked in further work, on multiple occasions the work was not completed within the target timeframe, and there were delays.

Further, the adjudicator found that work was done in the garden without the Home Buyer's prior consent, although noted that an apology was provided by the Home Builder in respect of this. Taking all this into account, the adjudicator concluded that overall section 5.1 of the Code had been breached with regards to the after-sales service.

On the question of whether the Home Builder kept to its complaints process, the adjudicator noted the Home Builder acknowledged receipt of the Home Buyer's complaint on the same day but then found that it failed to provide a formal response. The adjudicator noted the Home Builder had acknowledged that it did not provide a formal response because it was in dialogue with the Home Buyers regarding the outstanding remedial work.

The adjudicator acknowledged that the Home Builder engaged with the Home Buyers following the formal complaint and took steps to arrange for remedial work to be completed. nevertheless, found that when it did not provide a formal response to their complaint, this was a breach of Section 5.2 of the Code.

Decision
The claim succeeded. The Home Buyer was awarded £500.00 for the inconvenience caused.

Adjudication Case 102 – March 2026 – HOME009744

Complaint
The Home Buyer says that the Home Builder has breached Code Sections 5.1 and 5.2, because it has not rectified drainage issues causing waterlogging in the rear garden. It has also breached Code Section 6.3, because it has refused to continue to work towards a resolution and it did not treat the entire area of the rear garden affected by the drainage issue. The Home Buyer has requested that the Home Builder should apologise to him and rectify the drainage issue affecting the rear garden.

Defence
The Home Builder says that it carried out remedial works to address the reported drainage issues. It did not receive any communication from the Home Buyer indicating that the remedial works it carried out in March 2025 were unsuccessful. No offer of settlement has been made.

Findings
The adjudicator considered the Home Builder's after-sales service and was satisfied that it was accessible in accordance with the Code. The Home Buyer was able to access the Home Builder's after-sales service, having reported the drainage issue after the sale of the Property in respect of which the Home Builder engaged in correspondence with him and carried out remedial works in 2025.

In relation to the complaint handling, the adjudicator clarified that while the Home Builder has not carried out the steps that the Home Buyer has asked for, it 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 the evidence shows that it 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.

That said, the adjudicator did find that Section 5.1 of the Code had been breached. The adjudicator considered the detailed explanation of the initial report the Home Buyer sent to the Home Builder in respect of the drainage issue.

The Home Builder subsequently informed the Home Buyer that it would not consider the area where works on the original landscaping had been undertaken and would therefore not carry out remedial works on that area, despite the Home Buyer having raised concerns about the drainage issues being present at the rear garden before he carried out the landscaping.

The adjudicator found that the Home Builder had not properly considered the Home Buyer's complaint that the issue was present when he moved into the Property and further, had carried out no investigations with regard to his complaint. The adjudicator found that it was not reasonable for the Home Builder to exempt the area the Home Buyer worked on simply because he had carried out works on this area without investigating his position that the issue was present before he carried out the works.

Further, the adjudicator was not satisfied that the Home Builder had fully investigated the cause of the drainage issue and provided the appropriate remedial solution. Therefore, the adjudicator found that the Home Builder had not resolved the Home Buyer's complaint about the drainage issue.

Decision

The claim succeeded. The Home Builder was directed to investigate the Home Buyer's complaint regarding the drainage issues affecting the entire area of the rear garden at the Property; provide the Home Buyer a written response setting out the findings on the issues and its written proposals regarding any remedial action that it proposes to carry out in respect of the draining issue and an apology.

Adjudication Case 103 – July 2026 – HOME010466

Complaint
The Home Buyer says that the Home Builder gave unclear buildings insurance and redress information, unclear information relating to a fire in a duplicate building, a miscommunicated completion date, ignored an agreed written-only contact arrangement, restricted the pre-completion inspection, and left snags unresolved.

The Home Buyer has requested £850.00 for direct financial losses, comprising £750.00 for an additional month's rent and £100.00 in additional snagging- inspection costs; £2,000.00 for distress, inconvenience and the time spent pursuing the matter; and a formal finding that the Home Builder breached the Code.

Defence
The Home Builder says that it denies any Code breach. It says all complaints were answered in time; the sample insurance policy was guidance only, with the factor and solicitor responsible; telephone contact was minimal; the fire was unrelated; snagging timescales were standard; and the Home Buyer was repeatedly offered withdrawal with a full refund. The Home Builder has made no offer of settlement.

Findings
In relation to the buildings insurance, the adjudicator noted this was arranged by the appointed factor, on the instruction of the owners' association under the Deed of Conditions, and that the Home Builder provided a sample policy as guidance. The adjudicator accepted the Home Builder's position that it was not the insurer and was not qualified to advise on the terms of the final policy, and that the parties best placed to address the detail of cover were the Home Buyer's solicitor and the factor. The adjudicator found that the Home Warranty Body's Homeowner's Handbook was a document of the Home Warranty Body, not a representation by the Home Builder as to the cover it would provide and its references to "home insurance" did not establish that the Home Builder warranted any particular buildings insurance cover. Taking this into account, the adjudication did not find that the Home Builder acted in breach of Section 2.1.

In relation to information about completion timing, the adjudicator noted that a date which the Home Builder itself later described as having been miscommunicated, and which then moved by some seven months, did not meet the requirement to give reliable and realistic information. The adjudicator therefore found that the Home Builder acted in breach of Section 3.2.1 in this respect.

The adjudicator considered the Home Builder's complaint handling and noted they identified the Home Warranty Body and the Independent Dispute Resolution Scheme as the route for an unresolved dispute. However, the adjudicator found that the same correspondence, and earlier exchanges, also directed the Home Buyer towards the Housing Ombudsman and the Scottish Public Services Ombudsman, neither of which had jurisdiction over the purchase, and the Home Buyer was given the impression during the sales process that the Home Builder was regulated by an Ombudsman. The adjudicator was satisfied that the Home Buyer spent considerable time pursuing routes that were not in fact available, and the position was clarified only after the involvement of the Home Buyer's Member of the Scottish

Parliament, following which the earlier information was not corrected. The adjudicator found that the provision of conflicting and partly inaccurate information about the available redress route did not meet the requirement for clear and truthful information, or for clear escalation guidance and therefore found a breach of Sections 1.5.1 and 5.2.2 of the Code in this respect.

The adjudicator noted that the parties had agreed that communication would take place in writing as the Home Buyer had asked for written communication as an accommodation of personal circumstances. Notwithstanding that agreement, the Home Builder telephoned the Home Buyer on at least two occasions and having agreed to a specific arrangement to meet the Home Buyer's needs, the adjudicator considered that the Home Builder ought to have adhered to it. The adjudicator concluded that although the Home Buyer engaged when telephoned, it did not displace the arrangement that had been agreed and therefore found a breach of Section 1.6 of the Code.

In relation to the pre-completion inspection, the adjudicator noted that the Home Buyer's professional snagging inspector had indicated that the inspection would reasonably require three to four hours but that the Home Builder limited the appointment to one hour, with a representative present and limited scope, and declined to accommodate the inspector's availability. The adjudicator accepted that the Home Builder was entitled to apply reasonable arrangements to inspections, and that declining attendance outside office hours may in itself be reasonable, however found a one-hour limit which did not allow the appointed professional to reasonably carry out the inspection did amount to the co-operation required by Section 5.3.1. of the Code.

The adjudicator also found a breach of section 5.1 of the Code in relation to having an accessible after-sales service. The adjudicator noted that works, which had been identified, agreed and accepted through the Home Builder's own procedures, remained outstanding more than five months after completion. Further that the Home Buyer was repeatedly passed between contractors and then informed of a change of position on previously agreed works. The adjudicator concluded that the Home Builder did not resolve these agreed matters within a mutually agreed or otherwise reasonable timescale.

In relation to assurances sought by the Home Buyer in relation to a fire in a neighbouring unfinished block, the adjudicator was satisfied that the Home Builder engaged with the concern and gave the relevant safety position, and it could not reasonably be expected to pre-empt the outcome of the Fire and Rescue service investigation.

Decision
The claim succeeded. The Home Builder was directed to provide the Home Buyer with a written schedule and mutually agreed timescale for the outstanding works; reimburse £100.00 for additional inspection costs; pay £1,000.00 for inconvenience and provide a written apology for the breaches of the Code.

Adjudication Case 104 – July 2026 – HOME010389

Complaint
The Home Buyer complains that a drainage defect at the Home, caused by a cracked pipe in the groundworks, went undiagnosed and unresolved despite repeated visits and repair attempts. The Home Buyer says that the after-sales service and complaint handling was poor and has requested £2,000.00 compensation.

Defence
The Home Builder says that 56 days have not passed since the complaint was raised, the claim is outside the scope of the Code as it relates to defects, and it responded to the Home Buyer's concerns and his complaint. The Home Builder has not made an offer of settlement.

Findings
Firstly, the adjudicator set out their satisfaction that the claim was valid, with the Home Builder having provided the Home Buyer with its final position in relation to their complaint and advising that he could raise it through the independent dispute resolution service. Further, they were also satisfied that it could consider whether the Home Builder had assessed and responded to concerns about alleged defects appropriately and that the complaint was therefore within scope.

In consideration of the accessible after-sales service, the adjudicator was satisfied this was provided by the Home Builder given the Home Buyer was made aware of the after-sales service and who to contact and was in dialogue with the Home Builder throughout the dispute.

While the adjudicator acknowledged that the Home Buyer may have been inconvenienced by the existence of the drain issue (and other snagging issues), they found that such matters were not, in themselves, a breach of the Code.

The adjudicator was satisfied that the Home Builder engaged with the Home Buyer's concerns, investigated them in a timely manner and took steps to rectify the issue. When the remedial work did not resolve the issue, the Home Builder conducted further investigations until the underlying cause was discovered and rectified. Therefore, the adjudicator found that the Home Builder complied with the requirements of Section 5.1 of the Code.

Decision
The claim did not succeed.

Adjudication Case 105 – June 2026 – HOME010270

Complaint
The Home Buyer says that the Home Builder has not performed landscaping works as promised by the Home Builder prior to purchase and has requested that the Home Builder does so in accordance with the specifications and plans.

Defence
The Home Builder says that it intends to complete the landscaping works according to specifications and plans; but that progress of these works is affected by ongoing completion works on the estate, and by seasonal constraints. The Home Builder has made no offer of settlement.

Findings
The adjudicator noted that the Home Buyer's broad allegation was that the Home Builder misled them prior to purchase by assuring them that landscaping works would be done. Despite the Home Buyer referencing several sections of the Code that they thought were breached by the action of the Home Builder, the adjudicator did not conclude this was the case and instead noted the commitment of the Home Builder to carry out the necessary work as per the approved plans.

Decision
The claim did not succeed.

Adjudication Case 106 – July 2026 – HOME010185

Complaint

The Home Buyer says that the Home Builder did not provide an adequate after-sales service, and did not handle the Home Buyer's complaint properly, over a period of approximately five years, contrary to Section 4.1 (After-Sales Service) and Section 5.1 (Complaints handling) of the Code. The Home Buyer says that defects reported within the warranty period remained outstanding for a prolonged period, that the Home Builder did not keep proper records of or track the defects, and that progress was made only after repeated chasing and escalation by the Home Buyer.

The Home Buyer has requested £15,000.00 in total, being £14,500.00 for the value of the time and effort spent managing the dispute (estimated at over 460 hours at £35.00 per hour) and £500.00 for inconvenience.

Defence

The Home Builder says that the matters complained of have already been settled between the parties and are not capable of determination under Rule 2.2.13, and it asks that the scope of the claim be limited accordingly. The Home Builder has paid the Home Buyer £7,000.00 (December 2022) and £10,000.00 (May 2025) in respect of defects, together with a separate payment of £2,000.00 (May 2025) expressly as compensation for the inconvenience caused by delay. The Home Builder's final position, given on 10 and 12 June 2025, is that no further payment will be made. The Home Builder has made no offer of settlement.

Findings

The adjudicator noted the procedural history of the dispute and that the Home Builder objected to the complaint on the basis that the matters raised had been settled. The complaint was allowed to proceed but the scope was expressly limited and matters that the adjudicator considered fell within any settlement between the parties would not be reviewed, and only issues raised within two years of the date on the Home Warranty Body's insurance certificate would be considered. The adjudicator therefore approached the complaint on that basis.

The adjudicator found that the Home Builder provided an after-sales service. They were satisfied the Home Builder engaged with the reported defects, attended and arranged surveys and inspections, carried out and funded remedial works, and ultimately made payments in lieu of outstanding works.

The adjudicator was further satisfied that the Home Builder operated a formal complaints procedure with defined response times and an escalation route to senior management, used that procedure in response to the Home Buyer's complaint, and informed the Home Buyer in writing of the right to refer the complaint to the Scheme. The adjudicator noted that the principal shortcoming the Home Buyer identified was that the Regional Managing Director's final response was provided four calendar days after the timescale stated in the Home Builder's own complaints procedure, for which the Home Builder had apologised. The adjudicator concluded that while the Home Builder did not adhere precisely to its stated timescale on that occasion, this was a limited procedural matter that caused the Home

Buyer no financial loss; it occurred outside the two-year warranty period and it concerned the handling of a complaint that was, by then, the subject of settlement. The adjudicator was not persuaded that this entitled the Home Buyer to a remedy under the Scheme.

The adjudicator further explained that even if they had been persuaded that the protracted after-sales process, or the complaints handling, amounted to a breach of the Code, they would not have been able to make the award the Home Buyer sought given the parties had already agreed a settlement and the claim sought was outside of the financial limits of the Scheme.

Decision
The claim did not succeed.

Adjudication Case 107 – July 2026 – HOME010460

Complaint
The Home Buyer says that the Home Builder gave misleading pre-purchase information about the neighbouring affordable housing, initially helped enforce covenants against disruptive neighbouring tenants then withdrew, and mishandled their complaints—causing distress, anti-social behaviour, parking problems, and a death threat.

The Home Buyer has requested confirmation that the Home Builder breached the Code; a written apology and a clear explanation; a recommendation that the developer give clearer and more complete information to all buyers about affordable housing and covenant enforcement; and a payment of £5,000.00 in respect of distress, inconvenience, time spent and reasonable costs.

Defence
The Home Builder says that the problems stem from neighbouring residents' conduct, not the Home; a third party owns and must manage those social-housing properties; it has no power to enforce the covenants but engaged extensively anyway; it handled all complaints properly; and no Code breach or loss is shown. The Home Builder has made no offer of settlement.

Findings
The adjudicator set out that whilst they had sympathy for the Home Buyer, it was necessary to emphasise at the outset that a number of the matters raised fell outside the Scheme altogether. The Code and the Scheme do not extend to personal injury, to loss of property value or blight, or to claims about the land conveyed and its registered title. In addition, the Scheme cannot consider complaints about criminal matters. The reported anti-social behaviour, intimidation and death threat are serious, but they are criminal matters for the police; the reported impact on the Home Buyer's health is a matter of personal injury; any reduction in the value or saleability of the Home is loss of property value; and the enforcement of restrictive covenants over land owned by a third party concerns the title to land. Taking this into account, the adjudicator confined their consideration to the three alleged breaches of the Code.

The adjudicator was satisfied that, at reservation, the Home Buyer was provided with a suite of documents, including the reservation documentation, the sales specification, a general guide for purchasers, the restrictive covenants, a copy of the Consumer Code, and the composite deed plan for the development. The deed plan identified the layout of the development, including the visitor parking, the areas to be maintained by management companies, and the housing association transfer areas. The adjudicator considered that the existence and proximity of the housing association properties was therefore disclosed in the pre-purchase materials.

The adjudicator further found that Section 2.1 of the Code does not require a Home Builder to disclose the tenure of neighbouring properties, to predict or guarantee the future conduct of neighbours, or to explain the mechanisms by which restrictive covenants over land owned by a third party may be enforced.

The adjudicator noted that the Home Builder did not own the neighbouring properties, driveways or gardens, and had no legal power to enforce the covenants against them, enforcement lying with a third party as owner. The adjudicator accepted that the Home Builder nonetheless engaged with the third party over an extended period, arranged a multi-agency meeting, and issued a joint letter to residents. The adjudicator was satisfied that the Home Builder's later position, that it could not itself enforce the covenants, was an accurate statement of the legal position rather than the withdrawal of a service owed to the Home Buyer under the Code and therefore found no breach of Section 4.1.

The adjudicator was satisfied that the Home Builder had, and used, a system for dealing with Home Buyers' complaints. The adjudicator found the Home Builder acknowledged each of the Home Buyer's four complaints, recorded formal complaint start dates, responded within its stated timescales, provided written responses explaining its position and the steps it had taken, escalated the matter to and obtained a review from the Managing Director, and consistently set out the applicable dispute resolution route in writing. The adjudicator considered that the Home Buyer's dissatisfaction was with the outcome of the response: that the Home Builder would not, and could not, enforce the covenants, rather than with any absence of a complaints process or any unreasonable handling of the complaints. The adjudicator therefore found no breach of Section 5.1.

Decision
The claim did not succeed.

Adjudication Case 108 – July 2026 – HOME010356

Complaint
The Home Buyer says that the Home Builder has not promptly addressed the various structural defects with the flooring within the property. Despite escalating the issues and various repairs being undertaken, the problems persist and the reissued warranty has not covered the reoccurring structural issues, causing inconvenience and distress. Therefore, the Home Buyer says that the Home Builder has breached the Consumer Code.

The Home Buyer has requested that the Home Builder pay £19,000.00 for the various repairs required to the property and the inconvenience and distress incurred.

Defence
The Home Builder says the structural flooring matter has been extensively investigated and addressed. The issues the Home Buyer is currently experiencing are typical for a property of this age due to movement, shrinkage and settlement. The floor is supporting a normal load with no signs of damage and the NHBC have confirmed that the flooring complies with its technical requirements.

Findings
Firstly, the adjudicator noted that the date of reservation for the Home was 2015 and as such, edition 3 of the Code was applicable.

The adjudicator found no evidence supporting the Home Buyer's claim that the Home Builder failed to provide an accessible after-sales service. The adjudicator was satisfied that the Home Builder responded to the Home Buyer’s enquiries, made numerous visits to the property and was in dialogue with the Home Buyer and the home warranty body throughout the dispute.

The adjudicator advised they could only consider whether the evidence supported a conclusion that the Home Builder had a good faith and reasonable belief that it had responded appropriately to the Home Buyer. They adjudicator was satisfied they had as the evidence showed that the floor was supporting a normal load with no signs of damage, and the home warranty body had confirmed that the flooring complied with its technical requirements.

The adjudicator was satisfied that the Home Builder made various visits to the property to make repairs and found nothing to suggest that the Home Builder's response timescales were unreasonable as the Home Builder attended the property to investigate the Home Buyer’s concerns on multiple occasions.

Decision
The claim did not succeed.

Adjudication Case 109 – July 2026 – HOME010179

Complaint
The Home Buyer says that the Home Builder did not rectify the snagging issues and the after-sales service was poor. The Home Buyer says the Home Builder took six weeks to respond; it did not address the issues raised and there has been no further contact since April 2025.

The Home Buyer has requested the Home Builder rectify all outstanding snagging issues by qualified tradespeople; liaise with the Home Buyer and neighbours about attendance of tradespeople; and provide updates about completion of work around the development.

Defence
The Home Builder has not provided a response. The Home Builder has not made an offer of settlement.

Findings
The adjudicator considered the evidence provided by the Home Buyer, given the Home Builder did not respond to the claim and found that some snagging issues were raised shortly after completion and a full snagging report (compiled by a professional snagging expert) was sent to the Home Builder in May 2024. The adjudicator noted that although some snagging issues were resolved, many were not addressed and the Home Buyer had to chase the Home Builder over a long period regarding these issues.

The adjudicator was satisfied that the Home Builder breached Section 5.1 of the Code given that when the Home Buyer asked the Home Builder for a copy of its formal complaints process, the Home Builder responded saying that it did not have a written copy that it could send. Further, that the Home Builder took several months to respond to the Home Buyer's formal complaint. While the Home Buyer declined the Home Builder's offer to meet to discuss the outstanding snagging issues, given there had been a number of previous meetings without result, the adjudicator noted there had been no further response from the Home Builder since April 2025. The adjudicator was therefore satisfied that the Home Builder had not dealt with the Home Buyer's snagging concerns and formal complaint within a reasonable time, and it had not provided accurate information about the likely timescale for resolution of the issues raised.

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

Adjudication Case 110 – July 2026 – HOME010044

Complaint
The Home Buyer says that he was entitled to withdraw from the proposed transaction and the Home Builder should repay the entirety of the reservation fee and compensate for wasted expenses paid to his own solicitor. He says that the Home Builder is in breach of sections 2, 3 and 5 of the Consumer Code for Home Builders.

The Home Buyer has requested repayment of £1,500.00 in addition to £1,000.00 already repaid to him and also compensation of £521.40 that he has paid to his solicitors.

Defence
The Home Builder says that it is not liable for this claim. It has repaid £1,000.00 of a £2,500.00 reservation fee, has complied with the Code and has endeavoured, until the Home Buyer withdrew from the transaction, to assist the Home Buyer. It says that it has incurred reasonable legal and administrative costs and expenses and can retain these from the reservation fee. It says that it is not liable for the Home Buyer's own solicitor's legal fees.

Findings
The adjudicator was not satisfied that the Reservation Agreement entered into by the Home Buyer and Home Builder was compliant with the Code (fifth edition). The adjudicator noted that the Home Builder's Reservation Agreement described the reservation fee as non-refundable after a Home Buyer's offer had been accepted and there was no reference to the Cooling-Off period. The adjudicator found that a prospective purchaser would not be put on notice that after the expiry of 14 days, his position in respect of the reservation fee could be significantly altered. The adjudicator found that this situation departed from the Code and if the Home Builder intended to comply with the Code, the form of the Reservation Agreement was incomplete and misleading. Further, the Reservation Agreement did not explain which parts of the fee were refundable, and which were not.

The adjudicator was satisfied that the Home Buyer's letter, containing two proposals for protecting the amount of his deposit, was raised within the Cooling-Off Period. The adjudicator found the effect of the Home Buyer's letter was to decline to proceed on the basis of the Home Builder's proposed contract of sale, for reasons that he explained in that correspondence and found it was a response that would reasonably have triggered a full refund within the Cooing-Off Period.

The adjudicator found that the Home Buyer's proposals were not treated as a rejection of the Home Builder's proposal but rather, the Home Builder made a response that the adjudicator found would have encouraged the Home Buyer to believe that the Home Builder would be willing to proceed on one or other of the bases suggested by him, though with negotiations.

The adjudicator accepted that it was not for the Home Builder to give mortgage advice and which had been explained in the Reservation Agreement (which referred to the need to have a mortgage offer in place both at the time of contract and for completion). The adjudicator therefore considered it not surprising that the Home Builder's solicitors did not put forward a proposal that met the Home Buyer's requirements. Nonetheless, the adjudicator concluded that it followed from these circumstances that the indication given by the Home Builder that the Home Buyer's requirements could be met was misleading.

The adjudicator also found that the Home Builder's statement that it was prepared to assist the Home Buyer was misleading given the Home Buyer had raised specific pre-contractual issues to which he asked for a response and the Home Builder could not reasonably be expected to conform to that response. The adjudicator found that the Home Buyer had made clear that the issue raised was one that affected his purchasing decision and found that the Home Builder did not give enough pre-contract information to help the Home Buyer make suitably informed purchasing decisions because it did not give a clear explanation of what it was prepared to agree to.

The adjudicator was satisfied that without more detail about the calculation of the retained figure from the Reservation, they could not reach a conclusion that the retention of £1,500.00 was reasonable or in accordance with the expectations of the Code. Taking all this into account, the adjudicator concluded that Sections 2.1 and 2.2 of the Code had been breached.

The adjudicator found that there was no unfairness on the contract term as originally drafted and no unfairness as a consequence of an inability to arrive at an alternative formulation. The adjudicator concluded that a vendor would not reasonably be expected to assume liability for a prospective purchaser's financial inability to make payment for the Home and that a prospective purchaser must be in a position to assure a developer of his ability to meet the obligation that he has undertaken to pay the purchase price. It would not be fair or reasonable to impose this obligation on a vendor.

The adjudicator was further satisfied that the Home Builder had, and kept to, a system for receiving, handling and responding to Home Buyers' complaints and in this instance, responded to the Home Buyer within a reasonable time.

Decision
The claim succeeded and the Home Buyer was awarded a refund of their Reservation fee in its entirety which was a further £1500.00.

Adjudication Case 111 – July 2026 – HOME010260

Complaint
The Home Buyers say that the Home Builder breached Sections 5.1 and 5.2 of the Code because there were a large number of defects over an 18-month period, and the after-sales service was poor. The Home Buyers have requested £5,000.00 compensation.

Defence
The Home Builder disputes any breach of Sections 5.1 and 5.2 of the Code. It says it engaged with the Home Buyers and rectified most of the defects in a timely manner.
The Home Builder previously offered £2,000.00 compensation. The Home Buyers rejected this offer.

Findings
The adjudicator found 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, particularly given there had been ongoing discussions between the parties regarding snagging issues.

The adjudicator was satisfied that the Home Builder had a system for receiving and tracking alleged defects and that there were some positive elements of after-sales service, as reported defects were acknowledged and logged, and a significant number were resolved in a timely manner.

However, the adjudicator found that there were some shortfalls in the after-sales service as remedial work was sometimes delayed and the Home Buyers had to chase for timeframes, with some issues remaining outstanding for many months.

The adjudicator found the Home Builder did not always contact the Home Buyers when it said it would and their snagging tracker system sometimes recorded work as complete when it was still outstanding. The adjudicator concluded that the Home Builder did not comply with the requirements of Section 5.1 of the Code (fifth edition).

The adjudicator was however satisfied that the Home Builder had a complaints process and that it made the Home Buyers aware of this process. The adjudicator noted the Home Builder responded to the Home Buyers' complaints, escalated them through the stages of its complaints process in a timely manner, and notified the Home Buyers of their right to adjudication.

Decision
The claim succeeded. The Home Builder was directed to pay the Home Buyers £800.00 for the upset and inconvenience caused.