



Welcome

Autumn is upon us and with it, a flurry of announcements as we progress through party conference season. One of the key announcements affecting the new homes market is the Government's emerging proposals to support first time home buyers with a new financial support scheme to replace 'Help to buy'. We're pleased to see the focus on supporting new buyers with new build purchases, which come with a new home warranty and additional protection afforded by the Consumer Code for Home Builders. We will be actively working with government representatives to understand the detail and help ensure transparency, clarity, and consumer protection are baked into the 'Your First Home' scheme.

We have also been working hard to tackle ongoing misperceptions about quality and protection in the new homes market. While there are still too many examples of poor quality or poor customer service, we must also be careful to ensure that appropriate credit is given to builders that commit to improve quality and customer care, irrespective of which code of practice they operate under.

As usual, our newsletter has plenty of tips and updates to support consumers and the industry, with a focus this month on our 2025-26 Annual Report. If you have any feedback, please share it with us via communications@consumercode.co.uk

Noel Hunter OBE, Chair

Annual Report showcases the Code's key activities and achievements in 2025/26

Number of disputes drops for the first time, reflecting greater fragmentation in the new homes codes marketplace.

The Annual Report - which is available to download from the Consumer Code website - summarises the Code's key achievements and challenges during the year, including the considerable work we do to help builders improve standards and guide buyers in what to consider and what protection is available to them when buying a new build.

The report also summarises the outputs from the Independent Dispute Resolution Scheme during the 2025 calendar year, which is run on the Code's behalf by the Centre for Effective Dispute Resolution (CEDR). 2025 is the first year we have seen a drop in the number of disputes raised, which is likely to be due to some builders transferring their Alternative Dispute Resolution coverage to an alternate code of practice, as new players have entered the marketplace.

Strengthening sanctions

Figures from the 2025-26 Consumer Code for Home Builder's Annual Report suggest a reduction in non-compliance with Independent Dispute Resolution Scheme decisions following the permanent introduction of the non-compliance fee. Although most builders have traditionally complied with adjudicator decisions, tackling non-compliance by introducing a daily charge for builders who fail to comply within agreed timescales appears to have had the desired effect. This and other sanctions continue to play a role in ensuring the Code's effectiveness. In line with our agreed procedures, we have also published in the report details of a builder who has been excluded from renewing their warranty cover following a serious breach of the Code.

Find out more about what our team has been working on. Download the [full Annual Report](#) or take a look at our [at a glance summary](#).

The [Independent Dispute Resolution Scheme Annual Report 2025](#), prepared by CEDR, is also available to download, containing more details about the types of claims received and decisions reached.



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Complaints down but financial awards up in latest dispute resolution figures

Average amount awarded in successful cases rises by 60%



The latest figures published by the Centre for Effective Dispute Resolution (CEDR), which manages the Code's Independent Dispute Resolution Scheme (IDRS) show a 9% drop in the number of disputes raised in 2025 compared with the previous 12 months. This is directly attributable to a number of home builders transferring their Alternative Dispute Resolution coverage to an alternate code of practice.

Despite this drop, the total value awarded increased by 30% - an increase made all the more significant due to the drop in number of cases. The average amount of compensation awarded by adjudicators in cases where the home buyer's claim was successful in 2025 was £880.29 - a 60% increase on the 2024 average of £551.77.

The Code has worked hard over the past 18 months to improve buyer understanding of the complaints and dispute resolution process, including how to raise an effective complaint and the importance of being able to evidence any financial claims. Our [free complaints pack](#) is designed to help people make appropriate and effective use of the support available.

Of the 268 cases that went all the way to a final decision in 2025, adjudicators found in favour of the home buyer (either fully or partly) in 57% of cases. Of the 154 decisions in which an adjudicator found the Home Builder to have breached the Code, the most commonly breached sections of the Code related to'

- handling calls and complaints (66%)
- accessible after-sales service (27%)
- pre-purchase information (18%)
- clear and truthful advertising material (8%)

The scheme continued to provide a speedy alternative to legal proceedings with 96% of cases reaching a Proposed Decision within 8 weeks. The new non-compliance charge, introduced in April 2025, was applied in three cases during the calendar year, totalling £505 in additional payments to the home buyer.

We continue to work with builders to share lessons learned from complaints, with new case studies and learning points highlighted every month, and [Right First Time fact sheets](#) provided to pick up on most common code breaches.

Total value of awards across all cases increased by 30%



Please note the CEDR annual report covers Jan-Dec 2025, while the Code's Annual Report runs from Apr 2025-Mar 2026.

Code welcomes first time buyers' support proposals

The Code has welcomed the Government's announcement of a new scheme to make it easier for people to buy their first home. By focusing the scheme on new build home purchases, new home owners would also benefit from a home warranty and the additional support and protection provided by the Code. However, it is essential that any new plans build in appropriate safeguards and are easy for people to understand to minimise the risk of consumer detriment.

The 'Your First Home' programme proposed by the Government is expected to offer a 20% equity loan to help consumers buy their first home, with a reduced deposit requirement of just 2.5%. The programme is specifically for purchasing new build homes. Full details are yet to emerge but could give more consumers an opportunity to get on the property ladder.

This support would be further strengthened by the additional protections that come with buying a new build home, including the requirements set by our Code, and the 10 year home warranty policy, which covers buyers for structural defects that occur within 10 years of legal completion.

Code Chair, Noel Hunter OBE, said: "The proposed Your First Home programme is a welcome development which should help more people take their first step toward owning their own home. But as with any financial arrangement, detail matters. Buyers must be given clear, accurate information that is easy to understand so they feel sufficiently well informed before making such a major purchase.

"The Code has set out best practice on how to provide clear, transparent information for new buyers for over a decade. We will look to work with the Government to share the learnings from operating our Code of Practice to help ensure consumers are given the right support at the right time".

[Read the full story on our website.](#)

Carol Brady MBE to step down as Code Chief Executive

Carol Brady MBE has announced she will be stepping down from her role as Code Chief Executive at the end of December 2026 to focus on her growing family business and other consumer protection roles.

Carol has worked for the Code for over 12 years, initially as Code Secretariat, before taking on the role of Chief Executive in April 2019. She has been instrumental in strengthening the Code, enhancing the protection we provide for home buyers, and ensuring sanctions and support for consumers has continued to improve. With Carol's support, the Code has removed financial barriers to redress for consumers, launched an enquiry telephone and email contact centre, delivered robust external site audits, and strengthened its independent redress scheme.

Most recently, Carol worked with colleagues across the sector to lay the foundations of the new code of conduct which now underpins the leading approved new homes codes in the sector. Carol has also directed our communications activity, ensuring a continued focus on improving learning and understanding for consumers and the industry, to help achieve better outcomes.



Noel Hunter OBE, Code Chair, said: "We are extremely sad to see Carol go. She has delivered a huge amount in her time at the Code, and has championed the needs of consumers at every step. Carol does a huge amount of work behind the scenes to drive up standards, ensuring every builder that breaches the Code or demonstrates gaps in compliance is made fully aware of the issues and given tools and resources to minimise the risk of future problems. Her commitment to helping the industry learn and improve so that fewer consumers experience problems has been invaluable. We wish Carol every success in her next endeavours – she will be greatly missed."

The Code has appointed a new Secretariat who will be joining the organisation in November to enable a smooth handover. We will announce more details on our [website](#) and [LinkedIn](#).

Advisory Forum Update

October saw the latest meeting of the Advisory Forum which brings together stakeholders from consumer organisations and wider industry representatives to inform the Code's Board on key issues. Highlights from the October meeting include:

- **Welcoming Louise Baxter MBE** as the new representative on the Forum for the Council of Licenced Conveyancers. Lou has extensive experience in consumer protection and in supporting consumers who may be vulnerable and we look forward to benefiting from her expertise.

- **Hearing from John Herriman**, Chief Executive of the Chartered Trading Standards Industry (CTSI). John provided an update on the CTSI's priorities, including latest developments in the Approved Codes Scheme of which we are a member.
- **An update from Sarah Alexander** from the Law Society of Scotland about the differences in how property information is collated and shared in Scotland and how that might be reflected in the government's proposed changes in England and Wales.

The contributions and discussions from the session will help inform some of the priority activities for the Code in the coming months.

Tribute to Lord Lindsay, former President of the Chartered Trading Standards Institute

We were very sorry to hear of the loss of Lord Lindsay. As president of the Chartered Trading Standards Institute (CTSI) and Chair of the Approved Codes Scheme Board, Lord Lindsay has been a longstanding advocate and supporter of consumer rights and will be sorely missed.

On behalf of everyone at the Consumer Code for Home Builders, we would like to offer our sincere condolences to Lord Lindsay's family, friends and colleagues.

Code Chair, Noel Hunter OBE, said: "Lord Lindsay was a fervent supporter of the work done by trading standards professionals and has led the Chartered Trading Standards Institute in the role of president since 2021. In that time, he championed the role of codes of practice as a vital source of protection and sought ways to further strengthen consumer rights, both in his CTSI role and wider work. We will miss his leadership and advocacy. Our thoughts remain with his family and friends."





Supporting the industry

Noel Hunter returns to the Conveyancing Matters hot seat

Code Chair Noel Hunter OBE once again joined solicitor and property specialist, Lorraine Richardson, on the Conveyancing Matters YouTube channel. The wide-ranging discussion covered several points, tackling some of the misperceptions and complexities affecting new homes sales. Key topics included:

Confusion over codes and ombudsman services: Noel explained that [approved new homes codes](#) offer very similar protection and dispute resolution. The Code's Independent Dispute Resolution Scheme operates in a similar way to an ombudsman scheme, for example, albeit our scheme has the additional ability to apply sanctions against non-compliant builders.

Home warranty insurance:

Noel highlighted the difference in warranty policies and the need for consistency to protect consumers and enable conveyancers to give confident advice.

Multiple codes: Provided codes are aligned, multiple codes reduce the risk of complaint backlogs experienced in other sectors, and builders can opt for the right scheme for them based on the level of support they may need with compliance.

Seamless support: Noel called on the Government to prioritise a single point of access for consumers needing property support across new and second-hand homes.

Noel also explained how codes of practice can support conveyancers and their clients during the buying and selling process and encouraged solicitors and conveyancers to make use of the free [resources](#) and [training](#) available on the Consumer Code for Home Builders' website.



Listen to the [interview in full on YouTube](#).

Setting the record straight

Our Chair and Chief Executive have been working with other codes and government representatives to tackle ongoing misrepresentation of the current support provided for consumers buying new homes.

To clarify:

- The vast majority of new homes fall under an Approved Code Scheme, overseen by the Chartered Trading Standards Institute.
- Most code schemes - specifically the Consumer Code for Home Builders, Consumer Code for New Homes, and the New Homes Quality Code, are aligned and offer very similar protection, including alternative dispute resolution for consumers.
- Builders are free to choose which code scheme they operate under, subject to any restrictions applied by their home warranty provider. For example, NHBC, Premier Guarantee, LABC Warranty and Checkmate policies by Lockton all require builders to operate under our Code, or the New Homes Quality Code.
- Having a series of aligned codes can help provide a better service for both consumers and builders and offer more choice.

It is important to consider any increase or decrease in disputes within the context of the changing codes of practice marketplace. For example, the drop in disputes under our Code in 2025 is mirrored by an increase elsewhere. This context is essential if we are to avoid drawing inaccurate conclusions about the market in general.

Don't let AI-generated content land you in hot water

The rapid growth of generative AI is making it easier for builders and agents to indicate to buyers what off-plan properties will look like – but brings with it an increased responsibility to make sure the information you provide does not mislead.

The Code sets clear requirements for builders to provide clear and truthful sales information. Failing to keep AI-generated content in check could not only lead to a breach of the Code but could even lead to builders and agents facing prosecution. Our recent blog covers important tips, including quality controls to minimise your risk of breaching the Code, such as:

- **Cross check all images** – are the proportions correct, are the windows and doors in the right place, is outside space correctly represented?
- **Proof-read all content and check any claims** – is the information about the property accurate, are references to local services and transport links correct, are the key details such as floor plans and EPCs included?
- **Read brochure content aloud** – does it sound how it should? Is it easy to understand?

- **Include clear and visible disclaimers** where AI content or artists impressions have been used
- **Make clear** which parts of your sales information may be subject to change
- **Meet the Code's pre-contract requirements**, including adding the Code logo and a link to the Code in your sales materials and on your website
- **Check that your information is complete** and nothing important has been omitted
- **Complete our free online training** which covers consumer protection law and unfair trading – and refresh it every 12 months to keep up to date.

Completing these checks can help ensure your sales information remains accurate, clear and compliant. Read the [full article and tips](#) on our website.



Solicitors/conveyancers: how to navigate new build home warranty protection to support your clients

Most new build homes come with ten-year home warranty insurance protection, but policies differ in what they cover and how they work.

In our [latest blog](#), we've highlighted some of the important aspects and differences to look out for to help you navigate these policies for your clients, including:

- Check who the warranty provider is and that the warranty has been properly registered.
- Check which code of practice the builder is registered with and whether it is an Approved Code under the Chartered Trading Standards Institute's (CTSI's) [Approved Code Scheme](#).
- Check whether your client's lender applies any restrictions on the home warranty provider.
- Home warranty policies differ in what they cover and how they work. For example, some will charge an excess per claim while others operate a minimum claim value exclusion. Maximum claim values may relate not just to individual claims but could be impacted by claims from the wider development. Exclusions may also vary between providers.

- Some warranty schemes also include protection for your client's investment such as deposit protection if the builder goes out of business, as well as paying for or completing works if a builder becomes insolvent during construction.
- Leasehold properties add a layer of complexity and it's important to establish the different organisations involved and where structural responsibilities lie.
- Technical standards differ too, which may affect what a builder will class as a defect or snag under its after sales process.
- Some home warranties include a free dispute resolution scheme to help buyers resolve problems with their builder. Typically, these schemes will provide dispute resolution support for issues related to build quality and structural problems.

Knowing the main differences to look out for – even among schemes supporting our Code – can help ensure you're able to give your clients clear information. Read the full article on [our website](#).



Supporting consumers

Know your numbers when buying a new build

If you're planning to buy a home, it's important to look beyond the sale price and consider the associated buying and running costs before you set your heart on your dream home. One advantage of new build homes is that some of the initial costs can be easier to determine upfront. That's partly because builders operating under the Code are required to include details of costs that may be associated with a new build home. New homes also come with a warranty which can often cover unexpected defects without impacting your wallet.

Here are some of the main things to be aware of when preparing to finance your new home.

Before you start looking:

Find out what you can afford. Most builders and agents strongly prefer you to have finance in place, or a mortgage agreement in principle, before you reserve a property.

Don't forget to allow for purchasing costs, including solicitors fees, land searches, stamp duty, and home insurance.

Understanding new build costs:

New build homes come with many advantages and can often cost less to run due to effective insulation and up to date building materials. The Home Builders Federation has produced a handy guide to running costs compared with older homes to help you <https://www.hbf.co.uk/research-insight/watt-a-save-2026/>. While running costs may be lower, the nature of new community spaces can mean there are some additional costs to consider:

- **Management services (factoring in Scotland) for shared amenities.** Housing developments often include landscaping, parks or playgrounds, as well as roads and streetlamps which need to be maintained. Ask your builder who will be responsible for what. If residents will be responsible, your builder must provide an estimate of the likely costs.
- **Leasehold management fees.** If you are buying a leasehold flat (or similar), your home will normally incur management fees which may cover the cleaning and maintenance of common parts such as stairwells and lifts, as well as buildings insurance and maintenance of the external structure. Leasehold management fees may also apply to gardens or parking areas. Ask your

builder what the costs are expected to be and the arrangements for appointing managing agents.

- **Event fees.** Some residential leases may charge fees for certain events, for example if you want to sub-let or sell your property. These fees can be referred to in different ways, such as exit fees, transfer fees, deferred management fees, contingency fees or selling-service fees, but in all cases, your builder should inform you of what those are and an estimate of the cost.
- **Utilities and broadband tie-ins.** Your builder may have negotiated a tie-in with a broadband provider and/or utilities companies. Ask your builder to clarify any commitments and how long they last.
- **Built-in equipment costs.** Many new homes come with an alarm system which may include a call out or monitoring service. If you have shared heating systems, air-source heat pumps or other similar facilities they may require ongoing maintenance. Ask your builder about the expected costs and how these will be managed.

Your builder is required to provide an indication of what many of these items will cost which will help you plan effectively. Comparatively, second-hand homes may also come with some or all of these costs, as well as unexpected maintenance and repair expenses. Knowing your numbers upfront can help you feel more in control throughout your exciting and significant home purchase. For more details and examples, read the [full blog on our website](#).



Dos and don'ts to help you visualise off-plan properties

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

Based on recent cases that have come through our Independent Dispute Resolution Scheme, we've put together some dos and don'ts on our website to help you make the most of the information available when you reserve a new home, which we've summarised below.

DO

Do look carefully at brochures. Ask the sales team to explain which features apply to your home.

DON'T

Don't make assumptions. Just because something is shown in a brochure, doesn't necessarily mean it will feature in your home.

DO

Do find out whether you can influence any choices, for example floor and tile finishes or choices of built-in appliances.

DON'T

Don't forget to check whether adding personal choices affects what you can reasonably expect to be refunded should you change your mind before contracts are exchanged.

DO

Do visit the show home. This can give you a good idea about the style and likely quality of finish.

DON'T

Don't expect your home to be a replica of the show home. Even if the sales team describe it as the same style as your property, it won't be an exact copy. Check whether the same building materials are being used, whether the room sizes and layouts are exactly the same, and if not, how they differ.

DO

Do look carefully at plans for your outside space. Are you happy with the location of the driveway? Is the garage big enough for your car? What will you look out on? Are there any slopes or steps you need to be aware of? Is the garden overlooked?

DON'T

Don't rely on brochures alone to give you an accurate picture of your outside space. Remember to clarify garden gradients and garage measurements to ensure they meet your needs.

DO

Do ask your builder if they can help you visualise furniture in your new home using digital tools.

DON'T

Don't rely too heavily on digital layouts. Builders may use generative AI to help indicate how a home could look, but it's important to check accuracy.

DO

Do confirm in writing any information given to you in conversation with builders or their sales staff, particularly if you are relying on that information to inform your buying decision.

DON'T

Don't forget to check out the [Consumer Code Scheme with Builder Guidance](#). This document outlines the information builders are required to provide as part of the sales process.

Thousands of consumers buy homes off plan across the UK and the 2026 National New Homes Customer Satisfaction Survey indicates 92% of respondents would buy a new build again. Although it can feel more daunting buying a property before you can see it in situ, these dos and don'ts, together with the additional protections offered by the Code, can help reduce the risk of misunderstandings or problems later in the process. Read the full article on [our website](#).



Case Studies

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



Affordable housing increase

- The buyer claimed they were mis-sold the property because there were more properties designated as social housing than originally indicated.
- The builder stated that the additional affordable housing properties were sold on the open market as per the development plan.
- The adjudicator noted that selling the remaining properties to any interested parties on the open market is different and distinct to the mandated number of affordable homes required by the planning conditions. The mandatory social housing information was included in the marketing materials which were therefore correct.

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



Boundary, hedging and garden issues

- The buyer claimed they were originally informed their boundary was a fence constructed inside a large hedge, but it transpired that their title included the hedge and they were responsible for its maintenance.
- The builder stated the boundary / hedge issue was out of scope of the Code.
- The adjudicator pointed out that although the boundary dispute was outside the scope of the Code, related concerns that fell under the Code could be considered.
- The adjudicator found that the precise location of the boundary was unclear and the title plan did not clearly indicate whether the hedge formed the boundary. The adjudicator also found that maintaining a large hedge is likely to affect a buyer's purchasing decision.

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



Parking space, dimensions and persistent odour

- The buyer claimed the builder had provided misleading information regarding parking spaces and EV chargers.
- The builder stated it had fulfilled its obligations under the Code.
- The buyer claimed they had received verbal assurances from a sales agent, but the adjudicator pointed out that witness statements provided by the buyer's neighbours did not constitute written evidence. The adjudicator also noted the parking spaces were detailed as communal. The adjudicator also found no evidence that the buyer was assured of access to connected EV charging facilities.

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



Inadequate ventilation

- The buyer claimed the home was damp, with continual water collection on the interior of the windows.
- The builder stated there were no visible signs that construction faults had caused the damp within and stated that all window air vents were closed, leading to high levels of internal moisture.
- The adjudicator noted the builder had attended the property and found areas of cold spots for which remedial works had been completed, and that the builder had also recommended the window vents be kept open. The adjudicator was satisfied the builder had responded within a reasonable time period, taken steps to rectify the issues and had not attempted to deny responsibility.

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



Builder ignored warranty provider's instructions

- The buyer claimed the builder failed to resolve several snagging issues, failed to deal with their complaint as required by the Code and would not cooperate with the buyer's solicitor who had been instructed to assist in resolving the matter.
- The builder stated the buyer had raised only one issue at completion and that throughout the warranty period, further issues raised by the buyer had been managed by the builder's complaints handler and customer service manager.
- The adjudicator found that the after sales service, although available intermittently, was not accessible to the buyer for long periods of time and had been 'paused' whilst the solicitors were involved. The adjudicator concluded the builder had failed to address over 100 defect complaints for over two years and many issues were still unresolved.



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



Snagging issues versus Warranty Provider guidelines

- The buyer claimed the builder had failed to resolve all outstanding snagging matters and had provided poor customer service.
- The builder stated there had been multiple visits to discuss the buyer's independent snagging report and that some issues were not considered defects in accordance with the warranty provider's inspection and guidelines.
- The adjudicator was satisfied that the builder provided an accessible after-sales service and kept in touch with the buyer throughout. Whilst some defects remained unresolved, the adjudicator was satisfied the builder had made reasonable attempts to resolve issues within a reasonable time and that no further works were required.



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



Unsafe shared driveway

- The buyer claimed they were sold the property on the basis that the driveway was private. However, it is a shared driveway used by the public as well as construction vehicles which were causing damage and raising safety concerns.
- The builder stated that the shared driveway was not marketed or sold as private and that the buyer was aware of the existence and the position of the shared driveway in relation to the wider development at the point of reservation. It had given its contractors instructions and installed preventative signage and offered to carry out any necessary repairs in due course.
- The adjudicator found that the information the builder provided about the shared driveway was clear and truthful and was sufficient to enable the buyer to carry out their own due diligence. The risk of third parties accessing the shared driveway was clear from the plan, and it was open to the buyer to investigate this risk further.
- However, the adjudicator concluded that the builder did not provide the buyer with information about safety precautions against hazards such as construction vehicles.
- The adjudicator also found that the builder had not resolved the buyer's complaint by not stating what measures it had put in place to ensure compliance by its employees and contractors, such as monitoring, and the issue could therefore just continue unabated.



The claim succeeded. The builder was directed to pay £500 to the buyer for inconvenience caused and to confirm in writing the measures it had put in place. Read the [case study here](#).

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