

## **The complaint**

Mr and Mrs H complain about National House-Building Council's (NHBC's) handling of a claim made under their building warranty.

## **What happened**

In 2014, Mr and Mrs H noticed various problems in their property. After trying to resolve the problems with the builder, NHBC took over the claim in 2016. It was established that the main beams were missing from two of the floors in the property.

Mr and Mrs H and their family moved out to allow the repairs to take place. However, after the repairs were completed, Mr and Mrs H raised several concerns about the workmanship, as well as other matters.

NHBC addressed some of Mr and Mrs H's concerns, but not all of them. They therefore brought a complaint to this service.

Our investigator recommended the complaint be upheld in part. She recommended that NHBC revisit the property to inspect some of the items Mr and Mrs H had said were still damaged. However, she thought NHBC had dealt with other matters fairly, and had offered a reasonable amount of compensation for the inconvenience caused.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

### Kitchen floor

Mr and Mrs H say the kitchen floor is uneven. However, NHBC thinks the floor was completed within the tolerance levels set out in its guidance. I understand NHBC says the floor can deviate by up to 4mm per mitre, or 8mm per two metres.

However, Mr and Mrs H's structural engineer thought there was a noticeable slope to the floor and measured this to be in the region of 10mm.

Our investigator recommended that NHBC look at the flooring again. I think that's reasonable. If NHBC finds that the flooring falls outside the relevant tolerance levels, I would expect it to deal with this.

### Window

Mr and Mrs H say that NHBC's contractor damaged a window frame when they attached a chute leading to a skip. NHBC didn't agree and thought the problem was wear and tear due to a rusty hinge mechanism.

As Mr and Mrs H have explained that the window doesn't close properly, our investigator thought NHBC should carry out an inspection to establish the issue with the window. I think that seems fair. I've looked at the photos of the window, and I can't see a rusty hinge that would obviously prevent the window from closing properly. I note that Mr and Mrs H's structural engineer thought the integrity of the window frame may have been compromised as a result of the chute, and so it's reasonable for NHBC to look into this further.

#### Items damaged by the removal company

Mr and Mrs H were unhappy that two items were damaged by the removal company. I agree with our investigator that this was the responsibility of the removal company, rather than NHBC. The removal company accepted they had caused the damage, and carried out repairs to the damaged items. I understand Mr and Mrs H were unhappy with the repairs carried out, but I think they should raise this directly with the removal company.

#### Creaking floors

Mr and Mrs H say the property still has creaking floors which haven't been resolved.

Section three of the policy says:

*"What NHBC will pay for*

*A The full cost...of putting right any actual physical Damage caused by a Defect in any of the following parts of the house...*

- *Load-bearing parts of the floors*
- *..."*

'Damage' is defined as *"Physical damage to the Home caused by a Defect."*

'Defect' is defined as *"a breach of any mandatory NHBC Requirement by the Builder..."*

NHBC thinks the fact that the floors are creaking is due to their age and the materials used. I haven't seen any evidence that the floors are creaking excessively and are a breach of NHBC's technical requirements. I therefore don't require NHBC to carry out any repairs in respect of the creaking floors.

#### Radiators

Mr and Mrs H say there are problems with four radiators. They've provided a report from a heating engineer (Mr R) in March 2019.

Mr R said he attended the property as four radiators weren't heating up. He noted that a gas company had previously thought a power flush was needed, and that the oxygen in the water was the problem, causing a circulation fault.

Mr R explained that he removed the radiators before using the power flush machine, but found the water to be clear and no sludge in the system. Given the structural work that had taken place at the property, he thought the builders had pulled on the heating pipes in order to clear the path for the new steel supports, and that this had resulted in the plastic pipes becoming kinked. Mr R thought the only way to resolve the matter was for the ceilings to be removed and the system to be re-piped.

I think NHBC raises a reasonable point that the problems with the radiators weren't raised until 2019, yet Mr and Mrs H had moved back into the property in February 2018 following the repairs. If the pipes were damaged during the repairs, I would have expected Mr and Mrs H to have experienced problems with those radiators as soon as they moved back in.

Nonetheless, NHBC has now offered to arrange for 'opening up' works to take place to expose the pipes. Given that Mr R didn't do this, I think that suggestion seems reasonable. If NHBC finds that the pipework was damaged by the work carried out by its contractor, I'd expect it to put this right.

#### Garden works in the alternative accommodation

Mr and Mrs H say the garden in their alternative accommodation was bigger than their own and needed to be made safe for children, and so they had to hire a gardener.

I agree with our investigator that the cost of hiring a gardener wouldn't be NHBC's responsibility. NHBC found Mr and Mrs H suitable alternative accommodation whilst the repair work was taking place, as it was required to do. I think if Mr and Mrs H had safety concerns about the garden, this should have been raised with the landlord.

#### Utility bills

NHBC has paid Mr and Mrs H the difference between the amount they paid for their bills at their alternative accommodation and what they would've paid, had they remained in their own home. That's what I'd have expected NHBC to do, so I'm satisfied this was fair.

#### Cracking

Mr and Mrs H told NHBC they were concerned about some cracking in the walls (after the repairs had been completed). NHBC thought these had been caused by shrinkage. Mr and Mrs H wanted NHBC to visit in a year's time, to make sure the cracks were indeed caused by shrinkage. NHBC said it wouldn't commit to this, but suggested that Mr and Mrs H monitor the situation, and if they were concerned that further cracking was occurring, then to raise this and NHBC would consider it.

Mr and Mrs H have recently sent this service photos of crack damage in the property. I can't see that this has been raised with NHBC as it suggested. If Mr and Mrs H think the cracks have worsened since NHBC last inspected them, then they should raise this with NHBC in the first instance.

#### NHBC's handling of the claim

In a complex claim such as this, it's perhaps to be expected that there will be difficulties along the way. I don't think NHBC caused any unnecessary delays after taking over the claim. However, I think Mr and Mrs H were caused unnecessary inconvenience as a result of the problems they experienced with the repairs carried out, and the amount of snagging items that were required after the repairs had finished. NHBC has recognised this and offered them £1,000 compensation. Taking into account the difficulties that Mr and Mrs H have experienced, I think that's a fair offer.

#### **My final decision**

My final decision is that I partly uphold this complaint. I require National House-Building Council to carry out further investigations into the kitchen flooring, window, and radiators – to

establish whether it's responsible for the problems and, if so, to put them right. It should also pay Mr and Mrs H £1,000 compensation, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 28 April 2021.

Chantelle Hurn-Ryan  
**Ombudsman**