

## **The complaint**

Mr J is unhappy that National House-Building Council (NHBC) won't deal with part of a claim he made under his new home warranty.

## **What happened**

Mr J bought a new home. It was covered by a ten-year NHBC warranty which began in 2016. He reported a number of problems to the builder of the home and to NHBC. This included various points about the render, particularly a concern it wasn't thick enough.

In 2017 NHBC agreed to consider the problems under Section 2 of the warranty, which is its Resolution Service. It directed the builder to investigate the render problems and carry out further repairs. I understand the builder did some of this but the problems weren't resolved.

NHBC accepted further work was required to the render and it was responsible for dealing with it. But it said the render was thick enough and didn't think any work was required to make it thicker. It made a payment to Mr J for the render work it considered it was responsible for, which didn't include anything for increasing the thickness.

Mr J complained to NHBC. He was concerned the render wasn't as thick as it should be. He thought NHBC had previously agreed with him about that and had asked the builder to carry out work to make it thicker – but when NHBC had become responsible for the problems in 2019, it had decided nothing further needed to be done.

NHBC said the render thickness met its technical requirements because it wasn't letting water in – and therefore it wasn't covered under the warranty.

Mr J referred his complaint to this service. Our investigator thought NHBC had acted fairly. Mr J didn't agree. He thought the render should be a specific minimum thickness.

## **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.

This complaint is about whether NHBC should deal with the render thickness problem, so that's what I'll focus on. The payment was for other, unrelated render problems and isn't in dispute, so I haven't considered it.

As the render thickness problem was raised within the first two years after the house was built, Mr J's claim was considered under Section 2 of the warranty. In summary, Section 2 says it provides protection if the builder failed to meet NHBC Requirements. NHBC will be responsible for anything it decides the builder should have done – but didn't.

NHBC first considered the thickness of the render in 2018. It said the render may not be thick enough and the builder should check it whilst other invasive work was being carried

out. It noted repairs would be required if the render wasn't thick enough – but not if it was found to be adequate. The render wasn't checked within the deadline set by NHBC.

In 2019 NHBC reported that the render thickness had been checked and was sufficient. It didn't require the builder to carry out any further work or investigation in relation to the render thickness.

Mr J remained concerned that the render wasn't thick enough. NHBC inspected it again and reported that it met NHBC Requirements because there were no signs of water getting into the house.

Having looked at the reports, I'm not persuaded NHBC ever accepted the render wasn't of sufficient thickness. It asked the builder to check the thickness and set out what the builder should do *if* it wasn't thick enough. But once the thickness had been checked, NHBC was satisfied its Requirements had been met. And it didn't ask the builder to carry out any work or further investigations in relation to the render thickness.

NHBC has explained the relevant part of its Requirements is section 6.1 – D15. This is a 'performance standard' which says rendering should 'satisfactorily resist the passage of moisture'. There's further guidance within this section, including about the number and thickness of render coats. The introduction to the document sets out that the guidance notes are intended to show how the performance standards *may* be met. But they aren't mandatory. And if the performance standards are followed, the Requirements are met.

There's no dispute this performance standard has been followed as there isn't any water getting into Mr J's home. Because of that I'm persuaded NHBC's Requirements have been met in relation to the render thickness.

The policy only requires NHBC to take responsibility if the builder failed to meet NHBC Requirements and failed to carry out anything NHBC decided it should do. I'm satisfied the render thickness met NHBC Requirements and the builder carried out all NHBC required it to in relation to this point. Because of that, I'm satisfied it was fair for NHBC not to accept Mr J's claim for the render thickness problem.

### **My final decision**

My final decision is that I don't uphold Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 25 June 2021.

James Neville  
**Ombudsman**