

The complaint

Mr D complains that National House-Building Council have declined his warranty claim..

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my decision.

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.

I understand Mr D has strong views about what has happened, and he has provided several submissions to support his complaint. I want to assure him I've read and considered them all carefully, but my findings focus on what I see as the central issues to this complaint. I don't intend this as a discourtesy, rather it reflects the informal nature of our service and my role in it.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Under section three of the warranty, it explains NHBC will cover the full cost of putting right any physical damage caused by a defect in certain parts of the property – this warranty is valid for ten years
- Mr D's warranty expired in 2015, so I would need to be satisfied the issues reported by Mr D relate to previous work carried out by NHBC – and are not new, unrelated issues
- NHBC previously considered claims under the warranty and I can see repairs were made to cavity walls around 2014
- Further work was approved in 2015 which was then completed in 2016. NHBC carried out repairs to the coping stones on top of the parapet wall, and to cavity trays
- Mr D says the most recent issues are due to the original construction of the roof and are a continuation of the issues he's experienced previously. He provided emails from the property's management company which includes comments from an expert. The expert comments there are issues with the installation of the box gutter
- NHBC provided an investigation report in 2019 which explains in detail what they believe to be cause of the recent leaking reported by Mr D and why. Although there is a disagreement on the exact cause of what has made the area relating to the box gutter defective, both parties seem to be in agreement the box gutter is the area of concern – and not the areas previously of concern when NHBC considered claims.

So because this differs from what was considered previously by NHBC, I'm satisfied it is a new issue and therefore falls outside of the warranty period.

- I appreciate the situation has been stressful to Mr D. But as I've set out above, I'm not persuaded the issues reported by Mr D are a continuation of issues previously reported. And as the warranty has long expired, I'm not persuaded in the circumstances that NHBC can be held responsible

So for these reasons I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr D's complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 8 June 2021.

Michael Baronti
Ombudsman