

The complaint

Mrs D and Mr M complain about the way National House-Building Council (“NHBC”) has proposed to settle a claim they made for defective flooring under their warranty.

What happened

Mrs D and Mr M purchased a new-build property which came with a ten-year NHBC building warranty.

There were a number of issues with their home, which they reported to the builder and later NHBC. One of the issues related to their concerns about creaking noises coming from the flooring in the first-floor bedrooms and landing.

NHBC carried out a resolution inspection under section two of the warranty, which is the builder’s warranty period. NHBC agreed the flooring hadn’t been laid to the technical standards. It proposed taking up and re-laying the floor in each of the affected rooms.

Mrs D and Mr M complained to NHBC about this proposal. They had their own structural engineer review the matter. The resultant report said to rectify the problem the partition walls should first be removed before the flooring could be re-laid. This is so that the flooring would be continuous across the first floor. They also wanted a bathroom and en-suite to be included in the repairs. Mrs D and Mr M also complained about the length of time it had taken for NHBC to respond to them and progress the claim.

NHBC didn’t agree to taking down the partition walls, it said its proposed repair would meet the technical requirements, so it’s acted in line with the terms of its policy. But NHBC did offer £250 compensation for delays Mrs D and Mr M faced.

Our investigator thought NHBC’s proposal did meet the technical requirements, so she didn’t think it needed to remove any partition walls to make good the flooring. But she didn’t think £250 was enough compensation for the distress and inconvenience NHBC had caused in its delays. She recommended NHBC pay £500 to recognise the worry it caused.

NHBC accepted the outcome, but Mrs D and Mr M didn’t.

As Mrs D and Mr M didn’t agree, the matter has come to me to decide.

Since our investigator issued her findings, NHBC has said part of the complaint, about the bathroom and en-suite floor, isn’t within our jurisdiction. This is being considered as part of a separate complaint, so this decision will only review NHBC’s position in relation to the existing proposed repairs.

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 claim is being looked at under section two of the NHBC policy. It's not in dispute that there is a defect with some of the flooring on the first floor; it wasn't laid to the technical standards required which has resulted in the floor flexing, which has created the creaking noise.

Under section two of NHBC's policy, NHBC need to correct any 'defect' to ensure the floor is laid in line with the technical standards. So I've considered whether NHBC's proposed method of repair means the flooring would fit those requirements.

NHBC's resolution report says the floor can be re-laid in each room separately, to ensure the floor is adequately fixed to the joists to reduce the flexing. It says where the flooring meets a partition wall, it will be supported by noggins – essentially a support piece. It says this will satisfy the technical requirements that are in place for new build properties.

I've looked at the technical requirements quoted by NHBC. There is no requirement for the flooring to be laid continuously across the first floor. So NHBC's proposal isn't a breach of the technical requirements. In relation to the wall partitions, the technical requirements say that chipboard at the edges of the room perimeter should be supported on joists or noggins. From the reports I've seen, NHBC has proposed to do this. So, I'm satisfied its proposal is in line with the technical requirements for laying this type of flooring.

Mrs D and Mr M have argued that this isn't a good enough repair. They want all of the partition walls removed so that a new continuous flooring can be laid across the first floor. Mrs D and Mr M have provided a report from their own structural engineer. In reference to NHBC's proposed repair the report says:

“Retaining the partitions at first floor is possible but will not deliver the same results as replacing the floor in full, and this may still lead to continued creaking in the flooring adjacent to partitions”

I accept that removing all of the partition walls may lead to a more desirable repair for Mrs D and Mr M. But under the policy, NHBC is required to ensure the floor is laid to the technical requirements. And the report from Mrs D and Mr M doesn't persuade me that NHBC has acted unfairly in its proposal.

I accept their engineer says some creaking may continue in some areas of the floor. The technical requirements do set out steps to be taken to reduce any creaking, including gluing floorboards to the joists. NHBC's proposed repair sets out that the flooring must be adequately glued, so I consider this also meets the technical requirements. So as I'm persuaded that the proposed repair meets the technical requirements, I'm not going to make NHBC do anything differently.

I have reviewed the time this claim has taken. NHBC has agreed it caused delays in the claim and could have handled communications better with Mrs D and Mr M. I appreciate this claim has been ongoing since 2013, but in deciding an award for distress and inconvenience, I can only do so from when this claim was taken over by NHBC. I agree NHBC has caused delays. But I can also see that some delays were caused because Mrs D and Mr M wanted to instruct their own surveyor. They also asked for some time to respond and consider NHBC's proposals. These are all understandable delays – it's reasonable that Mrs D and Mr M wanted to take these steps. But I don't consider any delay resulting from those to be the responsibility of NHBC, as I find its proposed repair was satisfactory. Overall I consider that £500 is sufficient compensation for the poor service provided by NHBC.

My final decision

My final decision is that I'm not going to ask National House-Building Council to do anything differently in relation to its proposal for the flooring.

But I direct National House-Building Council to pay Mrs D and Mr M £500 compensation for the unnecessary distress and inconvenience caused, less any amount already paid

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr M to accept or reject my decision before 30 September 2021.

Michelle Henderson
Ombudsman