

The complaint

Mr and Mrs M are unhappy with the service received from National House-Building Council (NHBC) and that they haven't carried out repairs under their Building Warranty.

What happened

Mr and Mrs M purchased a new-build property which came with a ten-year NHBC Building Warranty.

There were a number of issues with their home, so they reported them first to the builder and later to NHBC.

NHBC carried out a resolution inspection under section 2 of the warranty – the builder's warranty period. The resolution report accepted some of the reported issues and told the builder to carry out works. But NHBC didn't direct the builder to do anything in relation to a number of the reported problems.

Complaints about NHBC were raised and considered by our service previously. In the first case, the investigator said it fell outside our jurisdiction as it related to the resolution service carried out by NHBC.

A follow-on case was considered about the works NHBC had directed the builder to carry out, and whether they should have taken over sooner. In this case the investigator suggested NHBC pay additional compensation.

Following this, Mr and Mrs M raised complaints with NHBC and they issued a final response addressing three points, which is what this complaint concerns:

- The ascending spindles – NHBC said they should've considered these under resolution sooner, would do so, and gave £100 compensation for failing to do so
- Ground floor newel post – NHBC said they'd already considered this under resolution in October 2018 and didn't require further works from the builder
- Light pull cord – NHBC said they'd need additional information to consider this further, as previous works had been completed

Our investigator looked into these points and issued his assessment. Ultimately, he said:

- He couldn't consider the ascending spindles as it didn't fall within our jurisdiction. He took into account the resolution report NHBC carried out in July 2020 in relation to these, which said the builder didn't need to do anything further
- The ground floor newel post was part of a previous resolution report, and this was previously looked at and deemed out of jurisdiction by our service. So he said he wouldn't be commenting on that
- He thought NHBC had acted fairly in relation to the light pull cord, and Mr and Mrs M were satisfied with how that part of the claim was being progressed, so he didn't suggest NHBC do anything further

Mr and Mrs M didn't agree overall and asked for a final decision from an ombudsman.

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 decision is only in relation to points two and three above. I considered point one separately and wrote to Mr and Mrs M after considering whether we had jurisdiction to look at that complaint point. I decided we didn't as it wasn't a regulated activity under the Dispute Resolution rules in the Financial Conduct Authority handbook.

So here I'm only commenting on point two and three outlined above.

Ground floor newel post

This was previously considered by our service and deemed out of jurisdiction. As it's already been considered previously, I won't be revisiting that again here.

Light pull cord

The light cord was looked at by NHBC under section two of Mr and Mrs M's policy. In December 2019 a resolution report was carried out and the builder was told they needed to take action to remedy the issue by the end of January 2020.

From the information provided, the builder then rectified the problem as directed. But in May 2020, Mr and Mrs M made NHBC aware that the light pull cord had again become defective.

NHBC requested more information in order to consider this. They then issued a further resolution report in July 2020 asking the builder to fix it by 10 August 2020. Mr and Mrs M have said that it's not yet been fixed.

As a resolution report was issued, required the builder to do something by a deadline and the builder failed to do so, this part of the complaint is in our jurisdiction to consider as it becomes a regulated activity under section two of the policy at that stage.

However, Mr and Mrs M have said to our investigator that the contractor hasn't attended due to current circumstances. They are satisfied the contractor will attend soon. So with this in mind, I don't think NHBC have acted unfairly, as whilst beyond the deadline given to the builder NHBC *could* step in and takeover, there are reasons why the pull cord hasn't been fixed yet. And Mr and Mrs M are satisfied with that. So really, there isn't anything more for me to decide here as Mr and Mrs M are happy with the current position.

But if Mr and Mrs M feel the builder isn't co-operating, or they decide they are unhappy with the timescales for repair, as the deadline set by NHBC has expired, they should contact NHBC to explore next steps under their warranty. But as Mr and Mrs M are happy with the current position, there isn't anything more I'm going to say NHBC needs to do at this stage.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 4 August 2021.

Callum Milne
Ombudsman