

The complaint

Mr C complains about National House-Building Council's (NHBC) handling of a claim on a building warranty.

What happened

Mr C owns a property which has a warranty provided by NHBC. Due to issues with the property, Mr C contacted NHBC with a view to repairs being effected under the warranty. Matters relating to that have previously been the subject of a complaint to our service.

Mr C referred a further complaint to our service. He was unhappy with an ongoing ingress of water at the property, the condition of walls in the kitchen after repairs were carried out, drainage and that NHBC had declined to pay the cost he'd incurred in obtaining a surveyor's report.

NHBC had rejected his complaint. Our investigator didn't think NHBC had done anything wrong. Mr C accepted our investigator's conclusions regarding the water ingress and drainage matters but thought that the matters relating to the kitchen walls and report costs should be covered by NHBC. He's asked for an ombudsman's 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.

The two outstanding matters which I need to decide are the need for further works to the kitchen walls and the costs of the surveyor's report. These are separate matters so I'll outline my findings on these points individually.

Further works to the kitchen

During the initial repairs, works were carried out to the kitchen. Mr C says that these works weren't in accordance with NHBC's standards. He says that after the works were completed, the areas behind and inside kitchen cupboards didn't have a consistent finish compared to the rest of the kitchen.

The standards in question say that "*surfaces should be reasonably uniform, although there may be minor textural differences around lights and other fittings*" and "*surfaces should be reasonably smooth and free from nail holes, cracks and splits. Open joints should be filled. Colour, texture and finish should be reasonably uniform.*"

The area in dispute is behind and underneath fitted cupboards in the kitchen area. Works were carried out to this area as part of repairs relating to insulation at the property. Based on photos of this area, I think it's fair to say that the finish is different to the rest of the kitchen. But I'm not satisfied that this is a breach of NHBC's standards.

It seems to me that the intention of the standards I've referred to is to ensure that normally visible areas of the property have a reasonably uniform appearance. I don't think it's reasonable to expect that areas which aren't normally visible have the same appearance. I also think that a layperson wouldn't expect areas behind cupboards to have the same finish in terms of plastering and painting as the rest of the kitchen.

Mr C also refers to skirting being missing from these areas of the kitchen, and says that this is similarly a breach of the standards requiring a uniform appearance. I'm satisfied that where the need for skirting to be uniform is referenced in the standards that this applies to areas where skirting is fitted, or would reasonably be expected to be fitted. I don't think it means that all areas of the property need to have skirting fitted. I don't think that it's to be expected that areas behind fitted cupboards have skirting.

I don't think NHBC is liable for any further works to the kitchen.

Report costs

Mr C obtained a report from a surveyor on the condition of the property during his correspondence with NHBC during the original claim. He's asked for NHBC to pay the costs he incurred in obtaining the report, but NHBC has declined to do so.

In declining to pay these costs, NHBC referred to a condition of the warranty which says it won't pay "*The cost of taking professional advice in connection with your claim (except for legal costs payable under our guarantee in Section 2 if you take legal action against the builder).*"

Mr C says that it was only after this report was provided to NHBC that it took action to initiate repairs to the property. But it seems to be agreed that the report itself didn't highlight or establish any new issues which NHBC hadn't already been informed of. I can't see that NHBC's actions in resolving the issues were affected by the contents of the report, and so I don't think it's fair for me to conclude that there's a link between NHBC's actions, or liabilities, and the report.

If the report had highlighted issues which NHBC was unaware of then I may have concluded differently. But I think the condition in the warranty is clear that NHBC won't cover costs such as those incurred by Mr C for the surveyor's report and so I don't think it's reasonable to ask NHBC to pay these costs.

My final decision

It's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 7 January 2022.

Ben Williams
Ombudsman