

## The complaint

Mr and Mrs W complain National House Building Council handled their warranty claim poorly.

Mr and Mrs W have been represented for the claim and complaint. For simplicity I've referred to the actions of their representative as being those of Mr and Mrs W. Although in places I've referred directly to the representative. Similarly I've referred to the actions of NHBC's agents as being its own.

## What happened

In November 2014 Mr and Mr W made a claim against their NHBC building warranty. They had discovered damp in their property. Repairs were completed in January 2017, but were unsuccessful. Further repairs were completed in July 2019, but were again unsuccessful. A third and final attempt was completed in September 2022.

Mr and Mrs W are unhappy with how NHBC handled the claim – in particular its failure to repair the damage effectively first time around. They weren't satisfied with its various complaint responses, so came to this service.

They say scaffolding, in place for a number of years because of NHBC's failure to repair the problem effectively, caused them detriment. They couldn't use their garden for several summers, they lost natural light to their home and suffered additional building work noise. They also complain NHBC's communication was inadequate and frustrating.

NHBC has acknowledged some errors – including the 2019 repairs being inadequate. It offered Mr and Mrs W £1,800 compensation to recognise the impact of its mistakes. They aren't satisfied with that amount – feeling it doesn't adequately compensate for what they have experienced.

Recent submissions from Mr and Mrs W's representative raise complaint points that go beyond their original concerns at the distress and inconvenience caused by NHBC's failure to make an effective repair. The latest issues include the NHBC's choice of paint colour for render and damage to wood, metal work and tiles.

Although these are related to the initial subject of complaint, these events occurred, and the complaints were raised, sometime after Mr and Mrs W's original referral to this service. And whilst I accept Mr and Mrs W may share his feelings, these recent complaint points seem to be the primarily those of the representative.

For these reasons I feel it would make sense for the latter issues to be considered in a separate complaint. That could be in Mr and Mrs W's name or that of the representative, as a leaseholder at the property and policy holder.

Our investigator felt NHBC wasn't responsible for any avoidable delays. She felt its offer of £1,800 compensation was fair. So she didn't recommend it do anything more. Mr and Mrs W didn't accept that outcome, so the complaint was referred to me to decide.

## **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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr and Mrs W or NHBC have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything provided.

The key question for me is - is the compensation already offered by NHBC fair and reasonable? By that I mean is it enough to adequately reflect the impact on Mr and Mrs W of its mistakes. Having considered everything I think it is. So I'm not going to require NHBC to pay anything more or do anything differently.

I considered the timeline of events and NHBC's explanations. I've taken into account Mr and Mrs W's comments on its performance and the impact on them. I'm not going to go into deep analysis of NHBC's management of the claim. I'm not going to pinpoint where it did and didn't make mistakes. Doing so wouldn't serve any real purpose. That's because even if I accepted all Mr and Mrs W say about NHBC's failures and the impact on them I'd still conclude that it had already offered enough compensation.

Unfortunately NHBC's mistakes did result in long term disruption to Mr and Mrs W. This included restricted use of a garden area and a loss of natural light. I accept that would be an inconvenience, particularly over a prolonged period. In addition the avoidable long-term engagement with NHBC was no doubt frustrating and distressful at times. But I'm satisfied £1,800 is enough to recognise the additional and unnecessary distress and inconvenience its responsible for.

## **My final decision**

For the reasons given above, I don't require National House Building Council to pay any further compensation or to do anything differently.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 23 March 2023.

Daniel Martin  
**Ombudsman**