

The complaint

Mr P and Mrs P complain about National House-Building Council's (NHBC) handling of two claims made under their buildings warranty policy.

As Mr P has been the main contact for this complaint, I'll refer to him. Any references to NHBC include its agents.

What happened

Mr P says they've made two claims to NHBC. I've set these out below:

- The first related to some coping stones at the front of the property which crumbled and were repaired in 2012. Mr P says a damp course should have been installed under the coping stones, but he wasn't provided with proof this had been installed or with a repair certificate. He's concerned the damp course wasn't installed as he's seen water ingress below where the damp course should be.
- The second claim was raised in 2017 regarding a cracking in the render at the rear of the house and damp patches that occurred. Repairs were carried out, but Mr P says the damp patch returned.

Unhappy with NHBC's handling of the claims, Mr P made a formal complaint. NHBC issued its final response in September 2021. It said for the first claim, NHBC would have been responsible for the repair for six years from the point of completion. It was satisfied, following a claims investigators' visit in April 2021, that while there was an open joint between the edge and one coping stone, this appeared to have occurred due to normal movement and there wasn't any visible staining. NHBC considered lack of water ingress indicated there was a damp course under the coping stone. And given the time that had passed since the repair was carried out in 2012 and that the warranty had expired in 2013, it wasn't intending to take any action with regard to this claim.

NHBC also responded to the second claim Mr P raised, in relation to the render at the rear of the property. It said there was no sign of the render breaking down, and while there had been repairs carried out in this area, the damp patches alone weren't an indication the repair had failed. NHBC said it wouldn't take any further action on either claim.

Unhappy with the response, Mr P referred his complaint to this service. Shortly after this, NHBC reconsidered its position. It offered to make a payment to Mr P to repaint the render at the rear of the property to reduce the volume of moisture held. This was considered by one of our investigators who said she thought the revised offer in respect of the render at the rear of the property was fair and reasonable, but NHBC didn't need to take any further action in respect of the render at the front of the property. As Mr P didn't agree, this matter has been passed to me.

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.

Mr P has subsequently confirmed he and Mrs P would like to accept the revised offer made by NHBC in respect of the render at the rear of their home. As this part of their complaint is settled, I've only considered the claim about the front of the property. In reaching my decision, while I've considered all the submissions, I've focused on those issues I consider most relevant to the outcome. This isn't intended to be a discourtesy, but a reflection of our informal nature.

Mr P is concerned that because he wasn't provided with a repair certificate, he can't be certain the scheduled repairs carried out in 2012 included the reinstatement of the damp course. I can understand why being issued with a repair certificate might have gone some way to reassuring Mr P what repairs had been carried out.

As the repair certificate isn't available, I've considered what NHBC says was detailed in the schedule of works for the repairs carried out in 2012. This said:

"...Take off existing reconstituted stone coping up to 150mm deep and replace with new; including reinstating horizontal damp proof course..."

I need to decide if NHBC's responses to Mr P's concerns was reasonable. And I think they were. I'll set out why below.

Mr P says NHBC should evidence the damp course was correctly reinstated as part of the repairs. Mr P asked this in response to NHBC's assurances the repairs were carried out as expected. NHBC clarified it doesn't expect contractors to evidence the repairs carried out by way of photographs, as Mr P suggested. I consider NHBC's position here to be reasonable. I wouldn't usually expect to see repairs evidenced as being complete by way of photographs. And while I appreciate Mr P would like more detailed information about how the damp course was reinstated during the repairs in 2012, I don't consider NHBC is required to provide this in the level of detail he would like. I'm satisfied, based on the information I've seen, that the schedule of works set out how the repair would be carried out.

I note Mr P also wanted NHBC to confirm the damp course had been installed in one piece across the length of the elevation – but this wasn't what the schedule of works required from the repair. The schedule of works set out what was required was to *reinstate* the damp course. There isn't any evidence to show there was a specific requirement for it to be reinstated in one piece, or that a failure to do so meant the repair was defective.

I understand Mr P is relying on guidance he received from a builder who suggested the damp course hadn't been installed in the same way for the front and rear elevations. Despite Mr P's suggestion this is not in line with NHBC guidelines, I've been unable to find anything in the Buildmark terms and conditions that defines this as a defect. And I haven't seen any evidence which definitively shows the damp course was installed differently between the front and rear elevation.

I've also considered the inspection report provided by NHBC from April 2021. I find the overall conclusion the initial repair didn't fail to be persuasive. This was because there hadn't been a carry out where the damp patches are on the front render. However, I note while the warranty expired in 2013, and NHBC guaranteed the repair for a further six years from the point of completion, I still don't consider the photographs, and personal account provided by Mr P to be more persuasive than the report provided by NHBC. I say this because none of the information provided by Mr P is persuasive enough for me to say with any certainty there was a defect with the repair that has gone on to cause the damp patches. And I think it

more likely than not that, if there was a defect with the repair, it would likely have presented itself soon after the repairs were complete, not several years after.

Overall, having considered the information provided, I'm more persuaded by the account of the repairs provided by NHBC included the reinstatement of the damp course. While there are some damp patches on the render, these aren't conclusive evidence showing with any certainty the repair carried out in 2012 failed. I'm minded to conclude NHBC has not acted unfairly in declining this claim. It follows, I'm not going to require it to take any further action.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 5 December 2022.

Emma Hawkins
Ombudsman