

The complaint

X and Mr M complain National House Building Council (NHBC) provided poor service for their building warranty.

NHBC's been represented by agents at points. For simplicity, in places, I've referred to the agent's actions as being NHBC's own.

X and Mr M are both complainants. X has been the main correspondent. For ease of reading, from this point, I only refer to her.

What happened

X purchased a house. It came with an NHBC building warranty. X has had various problems with the house. She's made claims. She's had disputes with NHBC. This Service has previously considered complaints she's referred here. I don't consider it necessary to set out the history of those in detail. Instead, I've focused on only the subject matter of this complaint.

In September 2023 X raised a new complaint with NHBC. This decision considers the subject of that complaint. Her main concern was a wish for NHBC to accept responsibility for, and to make an effective repair to, a leak in her roof. She considered its contractor (S) to be responsible for the problem, following previous works. She also complained about delay.

NHBC provided its response on 20 October 2023. It considered events since its previous complaint response of 27 February 2023. It considered it had recently made a reasonable offer to address the problem. It was willing to scaffold the property, remove ridge tiles in line with an internal leak to assess for a leak. It didn't accept responsibility for a leak around a window. It said X had failed to repair a previous leak to the window, resulting in further damage. It added that it had agreed to cover the costs of a surveyor, to be appointed by X, to inspect the roof. It said she should forward it any relevant report for review.

NHBC didn't accept it was responsible for any delay. It considered X responsible, saying she had put works on hold to dispute the necessary repairs. Unsatisfied with that response X referred her complaint to this Service.

Our Investigator considered events between February 2023, the date of the previous complaint response and October 2023, the date of the response relevant to this complaint. She felt NHBC had proposed reasonable options to progress the claim. She didn't identify any unnecessary delay it could be said to be responsible for. So she didn't recommend NHBC do anything differently. As X didn't accept that outcome the complaint was passed 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 X and 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 submitted.

I've considered the same date range as the Investigator. I realise X finds that frustrating. But where there is a series of complaints, for reasons of practicality, it's usually necessary for us to set identifiable boundaries for each complaint.

X has challenged NHBC's proposed schedule of works in relation to the ridge tiles. In summary she has considered it should be more extensive. In response NHBC offered to install scaffolding to allow an inspection of possible leaks.

X wasn't satisfied with that. She didn't consider the proposal extensive enough. However, she didn't provide expert evidence to support her position. She referred to three roofer's opinions. But she didn't provide any documentary evidence, such as a report, from any of them. Unfortunately, I can only place limited weight on her account of their opinions. Neither did X provide a surveyor's report, something NHBC had agreed to pay for, to support her position that more extensive work was required.

So without persuasive supporting evidence, from X, of the need for more extensive works or that NHBC should be responsible for a further leak, I can't say it responded to her concerns unfairly. Instead, its plan to investigate a potential leak seems a reasonable one.

It seems X arranged and funded her own works to her roof in December 2023. She provided this Service with various evidence from the time of the work. I haven't for this decision considered that evidence. That's because it dates from after the period I'm considering. In addition, as far as I'm aware, NHBC hadn't been given the opportunity to consider it.

If X considers evidence supports a claim made against the terms of her warranty, or other belief that NHBC should have undertaken work to her property, she should provide it to the insurer.

Finally, I haven't seen that NHBC is responsible for any significant avoidable delay in the period considered. Lack of progress generally resulted from X's challenge to NHBC's proposed solutions. As set out above I haven't found its proposals to have been unreasonable.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X and Mr M to accept or reject my decision before 4 March 2025.

Daniel Martin
Ombudsman