

## **The complaint**

Mr T has complained about his building warranty provider National House-Building Council regarding delays which have occurred in repairing his let property.

## **What happened**

In February 2024 NHBC agreed that the roof at Mr T's property, and others on the same estate, needed replacing. NHBC said there would likely be a start date for work given in the next 20 days. A start date was not given and when one still hadn't been received by September 2024 Mr T complained. And, with a start date still outstanding, he complained again in January 2025, bringing his complaint to the Financial Ombudsman Service in April that year.

NHBC had answered Mr T's initial complaints to it in a final response letter dated 11 October 2024. So when Mr T complained to this Service, NHBC's resultant file submission focussed on what had occurred since that complaint response, until its further response was issued on 7 March 2025. In its March 2025 response it said there had been no delays in the claim since October. However, noting an offer it had made to consider providing temporary repairs, it said that could have been made sooner – so it paid £150 compensation for that.

Mr T didn't think it was acceptable for this work, to fix a significant issue causing substantial damage to the property, to be taking so long to progress. He noted that, as of April 2025, no temporary repairs had been done. He reported a loss of rent to this Service – he could have charged more, he said, to rent the property but had to limit the cost due to the damage.

Our Investigator asked NHBC about the rental loss Mr T had raised. It said Mr T hadn't raised that with it, but it would agree to consider if that had resulted from any delays it had caused. Our Investigator was satisfied by that response.

She was also satisfied that, during the period which she could consider in this complaint, 11 October 2024 to 7 March 2025, NHBC had not caused any delays. She noted that NHBC had investigated the possibility of providing temporary repairs in early 2025 – but the expert advice it had received, explained to Mr T in writing, showed this wasn't feasible. So she wasn't minded to say it should pay additional compensation or complete temporary repairs.

Mr T asked at what point would the delay in work starting become unacceptable – as of July 2025 a start date was still pending. He asked what he could do if the delay continued. Mr T said he'd like an Ombudsman to consider his complaint.

## **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.

During October 2024 to March 2025 NHBC agreed to look at providing a temporary repair. However, I can see that it was felt this wouldn't be possible given the nature and extent of

the fault causing the problem – incorrect tiles which do not allow the roof to breathe causing condensation to occur. I can see why this couldn't be simply resolved by any temporary measure. As NHBC has acknowledged though, it would have been better had it looked into this and given this answer sooner – it would have alleviated the frustration Mr T was feeling about why something couldn't be being done. I'm satisfied the £150 compensation NHBC has paid is fair and reasonable to make up for that.

Turning to the complete roof replacement, I can absolutely see how frustrating it is for Mr T that this matter is outstanding. And, setting aside any context for a moment, I agree that waiting for more than a year for a start date to even be given seems unacceptable. But, for the purpose of my decision here, and the relevant time period which I can consider, I have to put things in context. Doing that, for the period 11 October 2024 to 7 March 2025, I haven't seen that NHBC caused any avoidable delays. Which means that the start date not being given in this period has not been caused by any failure of NHBC.

I can see that, as of October 2024 arrangements regarding the tender were pending. Those arrangements were then progressed with a site visit being required and undertaken in November 2024. NHBC and its experts then reviewed matters and began preparing the scope of works – with each property requiring its own specific scope and all needing to be prepared so the necessary rectification, as a whole, could be submitted for tender. I note NHBC told Mr T that it hoped this would be ready for submission by mid-February 2025 and returned within about four to six weeks.

From the detail I have seen the tender process didn't happen as planned – it wasn't completed within six weeks. And, as I understand it, it was still ongoing many months after NHBC issued its March 2025 final response letter (and even after Mr T referred his complaint in April). But I haven't seen anything which makes me think NHBC caused delays in issuing or progressing the tender in the few weeks between mid-February 2025 and 7 March 2025.

So I'm satisfied that the work being outstanding in the period 11 October 2024 to 7 March 2025 hasn't been caused by any delay caused by NHBC within this period. As such I can't reasonably award any compensation for any upset caused.

Whilst Mr T has said he has lost rent because the replacement is outstanding, the warranty with NHBC doesn't offer cover for that. But under this Service's fair and reasonable remit we can look beyond the specific terms of the warranty. Where there has been a delay, with an associated financial loss reported, if the loss was caused by NHBC, including any of its agents, causing an avoidable delay, then that is something this Service might consider making an award for. NHBC has agreed to consider, outside of this decision, whether any delay by it has caused Mr T a financial loss. I'm satisfied that is a fair and reasonable response by it. If, having submitted his evidence as to loss to NHBC, Mr T is unhappy with any response he receives, he can revert to this Service and we'll review any concerns in line with our usual processes.

I note that in a letter NHBC issued in January 2025, it said it wanted to "utilise the better weather in Spring and Summer to make good progress". Also that it had previously assured Mr T that once work did begin his property would be prioritised. While my decision only focusses on activity up until 7 March 2025, I do hope matters have since progressed and that the roof work was completed before winter began in 2025. If Mr T is concerned about the progress of the claim after 7 March 2025 he can make a further complaint – to NHBC in the first instance and then this Service if he is unhappy with its reply.

### **My final decision**

National House-Building Council has already made an offer to consider Mr T's claim for rent lost (financial loss) caused by its delay and I'm satisfied this offer is fair in all the circumstances. So my decision is that National House-Building Council should consider Mr T's claim for rent lost (financial loss) caused by its delay.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 5 February 2026.

Fiona Robinson  
**Ombudsman**