

## **The complaint**

Mr and Mrs P complain about how National House-Building Council have dealt with a claim they made under a new home warranty policy.

## **What happened**

What follows is an overview of the events which led to this complaint. It does not provide of all of the detail or state everything that has happened in the course of the claim.

Mr and Mrs P purchased an apartment which came with a 10-year building warranty provided by NHBC

Shortly after moving in Mr and Mrs P noticed water ingress into their property through the sliding door and casement window sections of two of their rooms. This was raised with the developer and ultimately NHBC became involved as the matter couldn't be resolved in a timely manner. A claim was registered under the warranty policy.

Investigations into the matter discovered several issues with the units and their installation so it was decided they should be replaced.

Mr and Mrs P raised several issues about the replacement units that NHBC had installed. Included issues such as missing trickle vents, the units being the incorrect size, filler being used and issues with the skirting board.

Ultimately Mr and Mrs P chose to fund the cost of replacing the sliding door and casement window units in the two rooms rather than waiting for NHBC to conclude matters.

Mr and Mrs P complained to NHBC about all the issues they had experienced and were awarded compensation. However, Mr and Mrs P thought due to all the problems with the sliding doors and casement windows, the only possible outcome was they would have ultimately been replaced. So, they wanted NHBC to cover the cost of the replacement units they paid for. NHBC disagreed and so Mr and Mrs P brought their complaint to this Service.

An Ombudsman issued a final decision in 2017 which did not uphold the complaint. The Ombudsman found that for the issues he was considering he was satisfied NHBC had evidenced the units met the relevant required standards at the time they were installed. He said for the outstanding issues he was satisfied that more likely than not, they could be resolved by other means and without need for the units to be replaced again. He didn't award Mr and Mrs P the cost they paid to replace the units which is what they had sought as a remedy. The Ombudsman did however think NHBC should pay Mr and Mrs P £750 compensation for poor communication during the claim process.

In 2023 Mr and Mrs P raised a further complaint with this service. They said matters had progressed in the intervening years. Different surveys of the property and wider development had taken place and there was further evidence that the sliding doors and casement windows weren't a suitable or adequate replacement for what they originally had.

They had raised further concerns with NHBC and had received more compensation but remained of the opinion they should still be reimbursed the cost of the replacement units they purchased. They also said they thought the Ombudsman had been misled in 2017 as information NHBC provided at the time, about potential repair methods, was later proven to be unworkable. They feel this supported a further review of their complaint as they didn't think the Ombudsman's decision was correct.

An Investigator considered their complaint but explained there were many issues she was unable to look at as the Ombudsman had previously covered them in his final decision. And no new material information had been provided in the meantime so there was nothing new for her to look at.

She also explained that some of the evidence Mr and Mrs P had provided in support of their current complaint was available to the Ombudsman at the time he made his final decision so again she explained she wouldn't look at this information again. The Investigator didn't find that misleading information had been provided by NHBC, simply that matters had moved on over the years and the position on repairs had changed. In respect of NHBC refusing to provide Mr and Mrs P with a copy of a report they had requested, she found that it wasn't obliged to share the report with them.

The Investigator covered two issues in detail. The lack of trickle vents in the replacement units – Mr and Mrs P had provided a new report which had been produced after an inspection at the development, this provided commentary on issues other units were experiencing and of a different issue Mr and Mrs P were experiencing with a different door in their property. They suggested that this report, and other information they had provided about what had happened in the years in between their complaints further supported the issues with ventilation at the apartment caused by the lack of trickle vents (and other issues). Subsequently they felt this meant NHBC should be directed to reimburse their costs because replacing the units was something it should be doing to resolve the issues. The Investigator however disagreed and thought the report simply confirmed the Ombudsman's previous position that it remained a possibility that the issues could be rectified by other means.

The Investigator also considered Mr and Mrs P's complaint that NHBC had not commented on their concerns about the lack of continuous cill across the replacement units NHBC had installed. Mr and Mrs P said the casement window sections did not have a cill at all and they thought the units weren't suitable as they did not adequately deflect water away from the render of the building. This was an issue that had been experienced elsewhere and NHBC had to replace the units as it was not possible to fit a cill after installation. The Investigator recommended NHBC investigate this issue and provide Mr and Mrs P with their response. They said the £1750 compensation NHBC had offered for the service provided on the claim since the last Ombudsman's decision was reasonable

Mr and Mrs P accepted the Investigator's recommendations and also asked that NHBC be directed to answer questions they wanted to put to it about the overall handling of the claim and other matters. The Investigator agreed to pass the questions on for them but made it clear these did not form part of her consideration or recommendation.

NHBC considered Mr and Mrs P's concerns about the lack of continuous cill on the replacement units. It said that the units met the relevant performance standards and that they provided sufficient detail to shed rainwater away from the building. NHBC concluded the units met the technical requirements under the warranty policy.

Mr and Mrs P did not agree with NHBC so brought their complaint to this Service. They were also unhappy with the responses NHBC had given to the questions they asked the Investigator to put forward.

In the meantime, NHBC had separately offered Mr and Mrs P £500 towards the cost of renewing the (Mechanical Extraction Ventilation) MEV fan units within their property. In recognition of the fact that issues with ventilation remained ongoing.

An Investigator considered the complaint and the offer NHBC had made. The Investigator explained to Mr and Mrs P that she was similarly limited, as the previous Investigator was, in what aspects of their wider complaint against NHBC she could consider. In respect of the issue of the continuous cill and requirement for water shedding she explained to Mr and Mrs P that she didn't think NHBC had done anything wrong. It had investigated the matter as the previous Investigator had recommended, and she thought its explanation to be reasonable.

The Investigator said she thought the offer NHBC had made towards the MEV fan units was also reasonable. She said she appreciated Mr and Mrs P weren't happy with the responses NHBC had provided but she can't see the Investigator had agreed to direct it to answer them specifically. She thought NHBC's response to Mr and Mrs P about the continuous cill issue was sufficiently detailed to respond to their enquiries.

Mr and Mrs P disagreed with the Investigator's opinion and asked for an Ombudsman to consider the complaint. They provided a very detailed response which reiterated many of the points already made and commented on the wider issues they have had with the claim history.

They said a continuous cill couldn't have been fitted to the units, and the email from the installer proves that point. The sliding door and casement window units were different sections coupled together and were unable to have the same cill detail. Mr and Mrs P also referred to NHBC guidance for coastal properties which mentioned a minimum cill projection, they said NHBC couldn't evidence that requirement had been met. Overall Mr and Mrs P maintained that the replacement units NHBC installed were not suitable and the only way in which the issues could have been overcome is by a further full replacement of the units.

### **My provisional findings**

I issued my provisional findings on 14 January 2026, I said I didn't intend to uphold the complaint for the following reasons.

*"I understand Mr and Mrs P feel strongly about what has happened. This is their home, and they are also in a position where they are taking a lead role in sorting out many other issues on the development. They have been dealing with this matter for many years, and I can understand why they feel the way they do about the different parties they have interacted with over the course of the claim.*

*Mr and Mrs P have provided a significant number of detailed submissions to support their complaint including various reports and audio recordings, and I want to assure them I've read, listened to, and considered them carefully. However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by all the parties and reach what I think is a fair and reasonable decision based on the facts of the case.*

*The NHBC warranty policy provides cover for rectifying certain issues noticed in the property within 10 years of its completion subject to policy terms.*

*During the first two years of cover, Section 2 of the policy applies. If a 'defect' or 'damage' is*

*found to the 'home' during the first two years, the builder is, in the first instance, responsible for putting those issues right. The policy defines a 'defect' as a breach of any mandatory 'NHBC Technical Requirement' by the builder, and 'damage' is defined as physical damage to a home caused by a defect.*

*If there's a dispute between the homeowner and the builder about such issues, NHBC can, at its discretion, offer its 'resolution service' to try to resolve the matter. NHBC only becomes responsible for issues notified during the first two years if certain conditions are met. Here NHBC became responsible for the issues noticed as the builder couldn't resolve them.*

*Under Section 3, NHBC is responsible for putting right 'damage' to the parts of the property that are listed under this section, or 'defects' to a flue or chimney if there is a present and imminent danger, providing the issues are notified during the last eight years of the policy.*

*For the parts covered under Section 3, apart from flues and chimneys, there needs to be damage, not just a defect.*

*What I am unable to consider*

*This case has a long history, and two complaints have already been considered about it. Different issues have been found as the claim has progressed. However, what underpins the policy is the adherence to 'NHBC Technical Requirements'.*

*Mr and Mrs P understandably remain unhappy about everything that has happened and have reiterated their concerns when bringing this complaint. An Ombudsman considered Mr and Mrs P's original complaint in full in 2017. The Ombudsman made a number of findings, one of the important ones was that NHBC did not need to cover the cost of replacing the sliding doors and casement window.*

*An Investigator considered a further complaint in 2023, they concentrated their investigation on two aspects, lack of trickle ventilation in the units and a lack of a continuous cill. They concluded that the further evidence Mr and Mrs P had supplied only supported the previous finding made by the Ombudsman that more likely than not, the matter of the trickle vents/ventilation could be resolved through other means which did not require the sliding doors and casement windows to be replaced.*

*The Investigator did however say that NHBC hadn't fully addressed Mr and Mrs P's points about the requirement for a continuous cill on the units and therefore it should do so and explain how, what had been installed met the technical requirements. This new complaint follows on from NHBC's response to Mr and Mrs P.*

*Under the rules that govern our service I can not reconsider any complaint point that has already been looked at unless there has been new material information presented about it, which both parties have had the opportunity to review and respond to. In respect of this complaint, it means it limits what I can consider. While I understand Mr and Mrs P's position and their wish that everything be taken into account given the history of the claim and all the issues involved, so there is no misunderstanding as to what this decision covers, I will set out below what I'm unable to look at and why.*

*Incorrect size of units.*

*Mr and Mrs P have said they have only recently found out that the grey strip that was at the bottom of their sliding door units above floor level, was installed flush in other apartments. They say this is new information which supports the units were the wrong size and incorrectly installed.*

*In the Ombudsman's final decision in 2017 he referenced that Mr and Mrs P had complained about the original and replacement units being the wrong size and having bulky frames that were not aesthetically pleasing. So, I am satisfied this aspect was known about and considered previously.*

#### *Planning Permission*

*The Ombudsman considered this in 2017, no new information has been provided about this.*

#### *Incorrect classification of the units*

*Mr and Mrs P have said the units were not the correct classification to be installed in such an exposed location but acknowledge a later testing report concludes, in practice, requirements were met. This is information that was included in the file the Investigator considered in 2023.*

#### *Misleading Information*

*Some of the information Mr and Mrs P referred to as being misleading was addressed by the Ombudsman in his final decision.*

*Mr and Mrs P have since suggested the Ombudsman was misled in 2017 by some of the information NHBC provided to it, which has since been found to be incorrect. This was included in the information the Investigator considered in 2023. The Investigator acknowledged while rectification works (specifically for the trickle vents) may not be as straightforward as initially thought, the later information provided still supports the decision the Ombudsman made.*

#### *"O" report*

*NHBC instructed a review of the issued on the development by a business called "O". It refused to provide a copy of this to Mr and Mrs P. The Investigator considered this in 2023 and concluded NHBC wasn't obliged to share this with Mr and Mrs P.*

#### *Different workmanship issues*

*Such as filler being used as the frames were measured incorrectly and the skirting board overlapping. The Ombudsman in 2017 described these as snagging issues and concluded they could be resolved without need for replacements. While Mr and Mrs P may disagree with the Ombudsman's description of them as 'snagging issues' this doesn't alter the fact the issues were considered.*

*The service provided by NHBC at different points of the claim, lack of oversight, poor communication, suggesting an offer will be made to reimburse the cost of the units which was withdrawn, refusing to allow a surveyor brought in to inspect the development to specifically inspect their removed units and comment on the issues for their apartment*

*This has been addressed in both of the previous complaints and compensation has been awarded.*

#### *What this decision will focus on*

*In this decision I will only focus on five aspects. This is because it is only these points where new material information has been provided since this Service last considered the complaints in 2023 and when NHBC issued its final response on 30 April 2024. I will set out*

*my findings under the below subheadings.*

#### *Trickle ventilation*

*As the units NHBC had installed did not have trickle vents built in this meant the property did not have the appropriate level of ventilation*

*In 2017 an Ombudsman said in his final decision that the sliding doors and casement window units did not necessarily need to be removed for this to be remedied. So, he did not award Mr and Mrs P the cost of the replacements they purchased.*

*The Investigator in 2023 concluded that although Mr and Mrs P had provided additional evidence, she was not persuaded that this changed the position the Ombudsman had previously reached. She said she thought the evidence simply strengthened the point that adequate ventilation could be achieved by other means rather than a full replacement of the units.*

*NHBC have considered many ways in which to remedy this problem, and the matter is currently still ongoing. As it is both incoming and outgoing ventilation that needs to be addressed.*

*In April 2024 NHBC made an offer to Mr and Mrs P for £500 towards the cost of renewing MEV fan units within their property. NHBC has said this offer was made to all property owners in recognition on the ongoing matter while it remained pending whether NHBC needed to do more to meet Building Control requirements.*

*Mr and Mrs P did not accept this offer, but it has subsequently been withdrawn by NHBC as further testing suggests more needs to be done in respect of background ventilation. It has now proposed to replace the MEV system with new units in all the flats.*

*The later offer was proposed after the complaint was brought to us, so I haven't considered its fairness in my decision. What I can see however is that NHBC have recognised the impact the ventilation issues maybe having on existing ventilation units and is looking to rectify that which I think is reasonable. It doesn't resolve the ventilation issue fully as this is still being considered. But, the fact NHBC has made an offer here also doesn't support the argument that the only way the ventilation issue can be resolved is through the full replacement of the sliding doors and windows.*

*Much of the evidence Mr and Mrs P have provided to support their position on the trickle ventilation issue predates the Investigator's consideration in 2023 and as such has already been considered by this Service.*

*Mr and Mrs P have provided a new report dated August 2025 after an inspection took place at the wider development. NHBC has confirmed it has seen this report so for completeness I have included it here. I've only looked at the section relevant to "Background ventilation" and this simply confirms what is already known, no trickle vents were fitted and the original design specification incorrectly suggested the doors should be used in tilt mode to provide ventilation – where this wouldn't have been possible as they were sliding doors. So, the requirement for ventilation was not met. This report does not make any recommendations as to how the matter should be remedied so in my mind it does not add anything more to what has previously been considered.*

*Based on the new information I'm able to consider, I'm not satisfied Mr and Mrs P have provided persuasive evidence that the issue of background ventilation can only be remedied by replacing the sliding doors and casement windows. So, I won't be making any additional*

award here.

#### *Continuous cill*

*Mr and Mrs P have said the replacement sliding doors and casement window units were not a suitable replacement for what was previously installed as they did not have a continuous cill. They therefore believe requirements for water shedding were not met and as such standards were breached. NHBC has said it's satisfied the Technical Requirements were met.*

*It is not my role to conclude whether or not Building Control Standards were met or any other relevant code of practice. My role is to determine if NHBC conclusions regarding the adherence to the warranty policy terms is reasonable.*

*There is no requirement in the Technical Requirements or guidance specifically regarding a continuous cill in coupled units. So I don't think NHBC's conclusion here is unreasonable.*

*The Technical Requirements do have a requirement to adhere to relevant Building Standards and code of practice. These do impose various conditions about the ability of a window to shed water away from the outer face of a building. But this can vary between the types of window frame material, their design and different configurations such as standalone windows to curtain walling systems.*

*Mr and Mrs P have said the casement window section of the unit did not have a cill, whereas the sliding door units either side did. So, they don't believe the requirement for water shedding was met. They provided pictures of the unfinished units during construction where this is evidenced.*

*NHBC approached the installer of the units who confirmed a cill would have been fitted to the casement window, I read this as being implied this would have happened before the property was handed back to Mr and Mrs P which happened quite some time later. And therefore, NHBC says the water shedding requirement would have been met.*

*The difficulty here is that this argument has been made some years after the units were replaced by Mr and Mrs P so it is now only hypothetical arguments from both parties that can be put forward about what would have happened and how things could have been rectified, if they indeed needed to be.*

*I haven't seen any pictures post construction, and from the history Mr and Mr P have outlined it seems they chose to have the units replaced before overall construction was completed and the property was handed back to them - so it is possible that action of installing a cill remained outstanding.*

*Mr and Mrs P have pointed to NHBC guidance for coastal properties which suggest a projection amount of 25mm should have been achieved from the outer face of the wall and have suggested that NHBC can't now evidence they met that standard. However, the version they have referred to is dated 2023 and would not have been relevant when the units were fitted some eight years previously. Given they replaced the units prior to completion of the NHBC's replacement project on the development, it means there is no contemporaneous evidence about what distance any cill may have projected from the outer face of the render of the building and therefore whether this was sufficient if there was any similar standard at the relevant time. Mr and Mrs P have said NHBC haven't provided this information but similarly, I find they have not sufficiently evidenced any relevant standard wasn't met for their specific units.*

*Even if a cill hadn't of been fitted, I haven't seen anything which suggests it couldn't have been. The installer has confirmed it was designed to include one. I accept the technical drawings it has provided are for different windows in the development, however they were provided as an example of the bespoke cills that have been designed and fitted. And they suggest these drawings were provided as an example of how the effect Mr and Mrs P wanted to achieve (a continuous cill) could possibly have been achieved. So I think even if for some reason a cill wasn't fitted, more likely than not, there would have been the ability to fit one later.*

*Mr and Mrs P have argued that the word of the installer can not adequately be relied upon as it had said previously in relation to a different door that it would be possible to later fit a cill, and this was then proven to be incorrect. I've considered this however the issues aren't the same. The door they are referring to, had a different requirement for an accessible threshold and continuous seal to prevent water ingress while maintaining accessibility. The reason it wasn't possible to later fit a cill is because the door was flush with the render/floor with no gap underneath to provide an adequate means of fixing. Here the situation is different as it is a casement window and not a door, and it doesn't sit flush on the render as it is not a threshold into the building.*

*Mr and Mrs P have also said a cill fitted below the frame of the casement window wouldn't have been acceptable to them as the cills would have been at different heights between the units and not a continuous cill as they had previously. While I appreciate their viewpoint, what I have to consider is whether NHBC have been correct to say the technical requirements were met - which means would the requirement for water shedding have been met (regardless of how it may have looked).*

*I don't think it is unreasonable for NHBC to rely on the advice of the installer in making this decision. Mr and Mrs P have suggested it is a conflict of interest for the installer to give advice as they are the ones that have fitted the units. I don't agree, I think they are best placed to comment on how the completed units should have looked, and I don't think it unreasonable for NHBC to have sought its advice. We are an evidenced based service and as such I would need to see evidence from experts of a similar standing that have considered and commented on the completed design of the sliding door and casement window arrangement that was installed into Mr and Mrs P's apartment, if I was to consider a conflicting opinion.*

*I appreciate Mr and Mrs P have referenced other apartments in the development, the issues they are having and conclusions that have been reached. Mainly for background information but also to draw comparisons about what they believe should have happened in their apartment. However, these reports and the information supplied within them can't be taken out of context and subsequently applied to the sliding door and casement window units that were installed in their apartment. They were of a different design to most of the other apartments in the development and as such some of the information that has been supplied and quoted from is not relevant to them.*

*NHBC concluded there was no evidence Technical Requirements were breached and overall, I haven't seen anything which persuades me its conclusions were obviously wrong. I'm also not persuaded that even if a cill hadn't been fixed to the casement window it has been satisfactorily evidenced that the only way of rectifying it would have been to replace the whole of the sliding doors and casement window section. So, I don't think NHBC need to make any contribution towards the cost of the replacement doors and windows Mr and Mrs P had fitted for this issue alone.*

*NHBC's responses to their questions*

*I understand Mr and Mrs P are unhappy NHBC did not provide pointed answers to the questions they posed. They suggested to NHBC that this Service had directed it answer them but that isn't the case. The Investigator simply agreed to pass the questions on.*

*The questions posed allude to NHBC's liability in respect of matters relating to the claim so I can understand why it answered in the way it did. It is not within my remit to direct how a financial business should respond to a question and to what detail it should provide.*

### **Compensation**

*In its final response letter NHBC offered Mr and Mrs P £300 to reflect the delay in responding to their original enquiries about the continuous cill. I'm pleased to see NHBC has recognised the impact its delayed response has had. Although I appreciate Mr and Mrs P remained unhappy with that response, I think this is a fair and reasonable amount.*

### **Further development – a new assessment**

*NHBC has said it is instructing a new consultant to provide an opinion on whether the sliding doors that NHBC installed across the development as part of the remedial works were appropriate for the location and elevation. It has said the consultant will be provided with all of the relevant documentation including reports, and detailed of the doors installed and works under taken.*

*This seems a sensible next step and hopefully will bring some of the issues to a conclusion for both parties.*

*Depending on the outcome of that review and any subsequent decision NHBC may make, if Mr and Mrs P are unhappy, they would be entitled to make a new complaint and subsequently bring it to this Service.*

### **My provisional decision**

*For the reasons set out above, my provisional decision is that I do not uphold this complaint”.*

### **Responses to my provisional decision**

NHBC responded saying that it accepted my decision.

Mr and Mrs P responded saying they did not accept my decision and asked me to review it. They provided detailed commentary on my provisional findings; annotating aspects they disagreed with and offering further points of explanation. They also provided further reports for me to consider. I won't detail everything they have said, however in summary, they made following points.

- They disagreed with some of the points I'd made in my overview of the complaint under the section titled "What happened". They provided additional explanation, expanded on the timeline of events and commented where they did not accept or receive compensation.
- They believe the previous Investigator was confused by some of the dates in the documents they had provided and had made assumptions about whether or not those documents were available to them at that time. They don't believe the previous Investigator made the scope of their opinion clear. Mr and Mrs P assert they were led to believe NHBC would be directed to respond to their questions.

- They commented that no one at this Service has been able to explain how NHBC would have been able to rectify the incorrectly sized units.
- They've provided commentary on each of the aspects I said I would not be able to consider in my decision.
  - They remain of the belief that their point regarding the incorrectly size of units should be considered. As, they did not have the as-built drawings available to them until after the Ombudsman issued their final decision in 2017. They also comment they did not have the evidence regarding the grey strip until July 2023 or, the photos the other apartment in the complex that had the same style door sets.
  - Mr and Mrs P also dispute the classification of the units were met in practice they say this was a theoretical calculation.
  - They confirm their belief that NHBC misled the Ombudsman in 2017. They say NHBC has repeatedly provided information that was later found to be incorrect. They say this Service does not want to accept the fact that NHBC does not tell the truth, because of the industry wide consequences of this fact.
  - They remain unhappy NHBC refused to provide a copy of the 'O' report, they provided further commentary about what NHBC said about it at the time and what has since happened.
  - They remain unhappy about the previous Ombudsman's reference to snagging issues, they are of the belief NHBC influenced the Ombudsman's terminology here.
- In relation to the trickle vents they have said the following
  - They explained they had to ensure trickle vents were built into the units they replaced, in order for them to comply with Building Regulations.
  - They provided commentary on the report relied upon by the previous Investigator in 2023 and set out their interpretation of it.
  - They say NHBC has had over 10 years and has not been able to resolve this issue.
  - They explained why they refused previous offers from NHBC and say the only option now available to it now is to install a completely different mechanical ventilation system in each apartment.
  - Mr and Mrs P have explained their Clerk of Works is of the opinion a different system is required which will be more expensive than the unit NHBC was hoping to install in each apartment.
- Regarding the continuous cill Mr and Mrs P say
  - It's reasonable for them to expect that because they had a continuous cill on the original unit that looked neat and tidy, they should have had one on the units NHBC installed.
  - They comment they provided evidence to the Service of the personal opinion of

contractors on site at the time.

- They don't believe they should accept the standard of installation and workmanship NHBC provided.
  - My assumption that the pictures were of unfinished units was incorrect. Construction was deemed to be complete but the delay in returning to the property was due to other issues.
  - NHBC had nine months between installing the sliding doors and casement window and when they replaced them, to attach the cill but they did not do so. Suggesting either it couldn't be done or wasn't going to be done. They invite NHBC to obtain a unit now and prove a cill could be fitted to it. They say they would have asked NHBC to use the unit they'd stored and saved on the property by that has been disposed of by an unknown party while they have been away.
  - They have found NHBC guidance for coastal properties dated from 2019 which referenced a 25mm cill overhang. They suggest it is likely previous versions had the same requirement.
  - They reiterated the installer has not provided an independent opinion. And, the report they had undertaken in 2017 concluded the sliding door and window units were not fit for purpose and they should not have had to pay for replacements.
  - They don't believe the NHBC or the installer have provided any evidence to show a continuous cill could have been achieved in a sensible manner or what it would look like.
- They remain unhappy NHBC provided elusive answers to the questions the Investigator put to it on their behalf in 2023.
  - They provide further information about ongoing issues with the lack of damp proof course surrounding the door sets in all apartments - a matter NHBC is currently working on rectifying as this contravenes NHBC's Technical Standards.
  - They raise concerns about the manner in which NHBC is arranging for the new assessment to be conducted and that the Consultant chosen has previously worked for NHBC. They are unhappy about its limited scope, that it is a desktop review and they raised concerns about the information being made available to the consultant. They don't believe NHBC is conducting this review in an open and honest manner or that the result will be a properly independent assessment of all the issues.
  - Overall Mr and Mrs P set out they don't believe NHBC has adequately evidenced its position or that it's been held to account for the poor workmanship they have experienced. They feel the burden has been placed on them to prove the issues they have faced on site and disprove what NHBC has explained. They reiterate NHBC's assertions have been found to be untrue or unachievable on several occasions in the past. They want this to be looked at so the other homeowners like them do not have to put up with poor treatment they have had to endure, and which still continues today.

### **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.

Again, I recognise Mr and Mrs P's strength of feeling with regard to this complaint and everything that's happened. I want to assure them I've read and considered all the further submissions they've made. However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by all the parties and reach what I think is a fair and reasonable decision based on the facts of the case.

As I explain under the title "What happened" I have not listed all the events that happened or do I intend it to include all the details. I remain satisfied what I have set out serves as an overview of the events that led to the complaint. So, while I thank Mr and Mrs P for their commentary, I have not changed what I previously set out.

#### *What I am unable to consider*

I've considered carefully what Mr and Mrs P have said about the aspects of the complaint I explained I am unable to consider and why they believe I should be able to. However, I remain of the opinion that I can't consider those issues, for the same reasons as set out in my provisional findings. I appreciate Mr and Mrs P have raised concerns about how the previous Investigator dealt with their complaint in 2023 however it is not my job here to second guess the judgement of that Investigator or reconsider the findings that she reached. Mr and Mrs P accepted the findings made and it would have been for them to raise any concerns at the time with this Service.

#### *What my decision focuses on*

I'm satisfied in my provisional findings I've set out the scope of this complaint, what I will be considering and why. I will not be changing or extending the scope of this complaint.

#### *Trickle ventilation*

It isn't in dispute trickle vents were not included in the replacement units by NHBC or that it failed to meet the requirements around this. What is in dispute however is how that matter should be put right. This is something the Ombudsman considered in his Final Decision in 2017 and which the Investigator considered further information about 2023.

As I set out above, it is not for me to reconsider this matter. I can only look at the offers NHBC has since proposed. The remedy Mr and Mrs P are seeking is to be reimbursed for the cost of the replacement sliding doors and casement window they had installed. To award this I would need to be satisfied that it has been shown the only way of rectifying the issue of background ventilation was to replace those units. However, as I set out in my provisional findings above, I'm not persuaded that is the case.

Mr and Mrs P have also set out in their response to my provisional findings that their Clerk of Works is of the opinion that an alternative remedy remains open to NHBC. So, my decision remains as set out in my provisional findings, for the same reasons, I do not uphold this aspect of the complaint.

#### *Continuous cill*

I've reconsidered all the evidence and arguments in relation to this matter and the additional information Mr and Mrs P provided. However, I remain of the opinion set out in my provisional findings and for the same reasons. I understand what Mr and Mrs P have said about the photos that were provided and that construction was considered complete at that time. However, even they acknowledged that the apartment had not been handed back to

them at the point they chose to replace the units. As such it remains there was still an opportunity for a cill to be attached to those units.

I've made my decision on the balance of probabilities, based on the evidence that is available to me at this current time. I recognise Mr and Mrs P have invited NHBC to prove their position by fitting a cill to a unit of the same design now, however I won't be directing this. Should Mr and Mrs P wish to pursue this matter further then they would need to provide any new evidence for NHBC to consider in the usual way.

As I set out in my provisional findings I am satisfied NHBC's conclusion regarding compliance to the Technical Requirements was reasonable. I appreciate what Mr and Mrs P have said about later versions of the Guidance for Coastal Properties however it remains that the versions they have referred to were not the ones in force at the time.

#### *NHBC's responses to their questions*

I've reconsidered the evidence and arguments in relation to this point, and the additional information Mr and Mrs P have provided however I see no reason to change the outcome as to set out in my provisional decision. It is not within my remit to direct how a financial business should respond to a question and to what detail it should provide.

#### Compensation

Mr and Mrs P did not provide any further points for me to consider here. I remain of the opinion as set out in my provisional decision that the £300 compensation offered by NHBC is a fair and reasonable amount, for the same reasons

#### *Further development- a new assessment*

I appreciate Mr and Mrs P have concerns about the latest assessment being instructed by NHBC however to be clear, this does not form part of this complaint or my consideration. If Mr and Mrs P are unhappy about the scope of that assessment, what has been considered and any resulting decisions made from it, they would be entitled to raise a complaint to NHBC in the normal way and progress matters to it this Service if they are unhappy with any answer they receive.

Mr and Mrs P have provided reports from their Clerk of Works dated December 2025 and January 2026 for background purposes. However, to confirm I have not taken these into consideration here they relate to ongoing damp proof course works and other works associated with subsequent water damage These works do not form part of this complaint or my decision.

For the reasons set out above and those included in my provisional findings, I do not uphold this complaint

#### **My final decision**

My final decision is that I do not uphold Mr and Mrs P's complaint against National House-Building Council.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 15 April 2026.

Alison Gore  
**Ombudsman**