

The complaint

Mr and Mrs P have complained about their building warranty provider National House-Building Council regarding work it undertook to resolve a defect in their home.

What happened

In 2022 NHBC was planning work to resolve an issue with the floor in bedroom five of Mr and Mrs P's home. Discussions and a proposal by contractors were put forward in May 2022, with NHBC's surveyor then visiting the property in late June. NHBC's surveyor declined the proposal and set out what she felt was needed to resolve the problem with the floor (it wasn't level and would bounce). Works were then completed in July 2022.

In February 2025 NHBC was working on resolving the ceiling level in the room below the bedroom. The originally unlevel bedroom floor and the sloping downstairs ceiling both stemmed from the fitment of the joists in-between. When the ceiling was opened up in 2025 it was immediately apparent that the works recommended by NHBC's surveyor had not been done. It transpired that the contractor had seemingly completed the bedroom floor work as they had proposed in May 2022, rather than following the surveyor's June 2022 recommendations.

Mr and Mrs P were unhappy, and initially at least, they were concerned the floor must have been weakened. The surveyor had recommended cutting the existing joists and they thought this part of the work had been done without the crucially important recommended support timbers being put in. It was only following a response from NHBC that further detail from its surveyor was provided which explained "a variation" had occurred, whilst the surveyor wasn't working, which had caused the repair scope to be changed such that her recommendations weren't followed. NHBC and the surveyor sought to reassure Mr and Mrs P that the floor was structurally sound and performing as expected regardless of the changed repair scope.

Rather frustrated with everything that had happened, Mr and Mrs P complained to the Financial Ombudsman Service. Their complaint was considered by one of our Investigators. When Mr and Mrs P remained unhappy with their comments, the complaint was referred to me for an Ombudsman's decision.

When I reviewed it, I thought NHBC had mismanaged the repairs in 2022 such that work was not done as recommended. But I wasn't minded to require NHBC to re-do the work to conform with the recommendations. I issued a provisional decision to explain my views, including what I felt was required to put matters right. My provisional findings were:

"I've fully reviewed the file and all the details provided by both parties. Whilst I note NHBC has sought to argue that the work was done differently because plans changed – the timeline of events simply does not support that scenario. The surveyor has sought to explain that plans changed (away from the recommendations for repair which she made) whilst she was on leave. But her period of leave and the related discussions which occurred about what work was required, occurred before she made her recommendation in late June 2022. I totally understand Mr and Mrs P's worry and frustration about the explanation they were given for the repairs not being done in line with the recommendations made.

I also accept it was worrying and frustrating for them to realise, in early 2025, that the work agreed and meant to have been completed in 2022 had not been done – or more precisely, had not been done in the way agreed. The floor, defective because it wasn't level and bounced, had been reinstated in 2022. The level and bounce do seem to have been fixed. And I note Mr and Mrs P have explained it is not this particular part of the repair they are complaining about. Their concern remains that because this was achieved in a way not recommended by the surveyor, the floor is likely non-compliant with NHBC regulations and is unlikely to last.

NHBC thinks the floor, as repaired, is fine. NHBC regulations usually require a floor to be level and to be capable of bearing the intended load. Seemingly, here, both of those things have been achieved.

Of course, any repair NHBC does must be long-lasting. At the minute that also seems to have been achieved – the repairs have lasted for nearly four years now without any sign or suggestion of failure. I can't be sure but a certain sense of logic suggests that if the packing which was put in place to level the floor couldn't cope in the longer term with the loads placed upon it, some sign of that would have shown by now. And whilst the original plan was to add extra joists to the floor, it seems this was only going to be necessary if the existing joists were cut or planed in order to lower the floor level. As it was the level was raised (by adding packing around the existing joists) – so the joists weren't cut or planed. So I'm satisfied there's no likelihood of a major structural issue occurring with the floor due to insufficient and/or compromised joists.

Which all really cements the difficulty I have when it comes to thinking about NHBC's failures and what it should do now to put things right. My remedies have to be fair and reasonable. Which means they have to be proportionate. Mr and Mrs P have every right to be annoyed that the agreed repairs – which they were consulted on and agreed to – were not carried out. But is it reasonable to say the remedy for that is to make NHBC go back and do those repairs now – when the defect those repairs were designed to achieve has been resolved? And where there is no sign the non-recommended, unagreed repairs are likely to fail? I don't think that I can say it is. So I can't, fairly and reasonably, make NHBC do the agreed work.

I know Mr and Mrs P have viewed this failure to complete the recommended repair as a breach of contract. They've explained, in a court, that should result in NHBC being required to do the work and in them being awarded costs for time spent challenging NHBC. But this Service is an alternative to the courts, charged with a fair and reasonable remit. And whilst we will award compensation for upset, including inconvenience, we aren't bound by the Civil Procedure Rules which allow a complainant to claim costs for their time.

I am aware that during the course of 2025 Mr and Mrs P obtained a surveyor's report. I understand it was obtained because Mr and Mrs P had lost faith in NHBC's surveyor and they were confused and unsure about the repair which had been done (as opposed to that which had been recommended). This report hasn't influenced either NHBC's actions, or my decision. Which would usually mean I wouldn't require NHBC to reimburse its cost. However, given the recommended repair was not carried out and the confusion which was caused by NHBC when this was discovered, I can absolutely understand why Mr and Mrs P felt the need to obtain expert advice. So I'm satisfied its cost was incurred because of failures by NHBC, which in turn means it would be unfair for Mr and Mrs P to be left out of pocket. NHBC should reimburse £495, plus interest from the date it was paid until settlement is made.

The only other remedy reasonably available here is compensation for upset. My above findings show that NHBC did not handle things well in 2022. However, Mr and Mrs P did not

know about that at that time. Nor did they know, in 2022, the repair had not been done as agreed. It was only in 2025 when the unagreed repair method was discovered. And it was only a few months later when Mr and Mrs P brought their complaint to this Service.

I have to consider though that for many weeks at the start of that period of upset in 2025, Mr and Mrs P believed the floor had been lowered by cutting or planing the joists and then reinstated without support timbers being fitted. I acknowledge the worry and stress a concern like this would have caused. But their upset then changed, when they were reassured no cutting had occurred because the floor had been raised. They were then immensely frustrated and felt the need to go back through lots of old correspondence to try and make sense of what had happened given what they'd been told. And I bear in mind here that subsequent to the repairs completing in July 2022, NHBC gave assurances on more than one occasion that work as recommended had been completed. Their frustration and disbelief is palpable in their communications. And I know they were caused additional frustration when NHBC didn't appear to listen to anything they were saying about the implausibility of the explanation they had been given. On balance I think fair compensation here is £500."

Mr and Mrs P said they would accept the decision. Though they maintained the floor is noisy and does move.

NHBC said it agreed to the compensation award. But it objected to my suggestion it reimburse Mr and Mrs P's surveyor's costs. It said it hadn't seen, and had never been aware of, the report. Also that the compensation award, which it had agreed, adequately recognises the confusion it caused.

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.

I note the agreements offered by both parties.

Regarding NHBC's objection, my answer is a simple one. Its failure – poor communication – had two knock-on effects. One was upset caused to Mr and Mrs P. That is dealt with by my compensation award. The other was a financial loss for them – the surveyor's fees. If NHBC hadn't failed Mr and Mrs P they would not have suffered upset nor incurred costs. The one – compensation for upset – does not make up for the other – financial loss. NHBC reasonably has to put both those things right.

My final decision and award remains as that provisionally stated.

Putting things right

I require NHBC to:

- Reimburse Mr and Mrs P the £495 they paid for their surveyor's report, plus interest* from the date they paid this sum until settlement is made.
- Pay Mr and Mrs P £500 compensation for the upset caused.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require NHBC to take off tax from this interest. If asked, it must give Mr and Mrs P a certificate showing how much tax it's taken off.

My final decision

I uphold this complaint. I require National House-Building Council to provide the redress set out above at "Putting things right".

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 7 May 2026.

Fiona Robinson
Ombudsman