

complaint

Mr and Mrs G are unhappy with the quality of a new floor installed by National House-Building Council (“NHBC”) under their building warranty.

background

Mr and Mrs G were unhappy with the quality of installation of their flooring in their new build property. They complained about to NHBC under the warranty. NHBC agreed under its resolution service that the installation didn't comply with its technical requirements and required the builder to relay the floor. The builder failed to do this by the deadline of September 2016 so NHBC agreed to take over the relaying of the floor. This was carried out by its contractor in April 2018.

Mr and Mrs G were unhappy with the quality of the floor and said it didn't match the sample they had been given. In particular it was covered in knots and parts of it were heavily filled. There were no knots or filler on the sample. NHBC arranged for its contractor to inspect the floor along with a representative of the manufacturer. It said the flooring was a natural product and pointed out that the sample had a label explaining this and that there may be variations in grain, colour and other distinguishing features. The flooring had been installed correctly but Mr and Mrs G didn't like the finish. NHBC pointed out that the flooring had been available to look at in the manufacturer's showroom.

Mr and Mrs G remained dissatisfied, pointing out that they hadn't been given the name of the manufacturer and that they had complained to the contractors at the time.

The matter has been passed to me for consideration.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr and Mrs G's original floor was an oak/laminate floor. The flooring chosen to replace it was an engineered oiled T & G (tongue and groove) oak board. It looked quite different from the original laminated oak floor. It has a high percentage of knots and some filling. But the installation has been inspected and is satisfactory.

Mr G points out that the sample he was shown doesn't have any knots or filler in it. So he expected it to look like the sample. It had on it a sticker saying *'This sample is indicative of general quality. Being a natural product, larger pieces may show variation in colour, grain & other distinguishing features.'* And having considered online the manufacturer's details of this product, it is expected to have a large amount of knots, and the filling is a part of the product.

I think essentially this was a mismatch of expectations. Mr and Mrs G expected the new floor to look like the old one but chose a different product. The look and finish of the final product wasn't what they expected. They say they weren't told the manufacturer's name so couldn't inspect the floor in the showroom. But it is difficult to say that NHBC's contractors should have warned them what the floor would look like. People have different expectations. As a natural product it would have a more rustic appearance – the knots would be a part of that. And as they were choosing a different floor to what they had had, they didn't have to accept

the sample floor given to them. From the photos I have seen it appears to be a similar colour and grain to the sample but with the knots. It appears to have been installed properly.

Mr and Mrs G say they raised it with the contractors at the time who recognised the problem and offered to pay 50% of the cost of a replacement. Regrettably I can't see any evidence on the contractors' part that this was what was agreed.

Under the terms of the warranty, where the builder has failed to put right any defect or damage to the home, NHBC can, using its resolution service require the builder to put it right. Here it was set out in the report that the oak laminate flooring to all rooms should be replaced. The builder failed to do that so NHBC took over. Its obligation then is to pay the cost of any work contained in a Resolution Service report which is accepted by the consumer and which the builder does not complete or arrange to complete within the time set.

NHBC has complied with its obligations under the warranty- the flooring is an acceptable replacement for what was there before, if anything it is higher grade. I accept that Mr and Mrs G are unhappy with its appearance but I don't think it's reasonable to expect NHBC to replace it.

So I don't uphold the complaint.

my final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs G to accept or reject my decision before 18 December 2019.

Ray Lawley
ombudsman