

complaint

Ms B and Mr A complain that when carrying out repairs under their building warranty National House-Building Council caused damage to the internal doors at their property.

background

Ms B and Mr A have a buildings warranty with NHBC to cover their new-build home.

As is usual with this kind of policy, issues within the first few years of ownership are to be resolved with the builder. In that period, NHBC provide a resolution service if the homeowner and the builder can't agree on what needs to be done.

Where NHBC accept that repairs or rectification works need to be carried out, they will give a deadline for these to be completed. If the builder doesn't do the agreed works, NHBC will step in and take responsibility for carrying them out.

In this case, NHBC did take over responsibility for some repairs to the home. Ms B and Mr A moved out of the house for around nine months to allow fairly fundamental repairs to be carried out.

Ms B and Mr A have made other complaints about NHBC and the way they dealt with the issues with their house. I can't deal with those here. This complaint is solely about the wooden internal doors on the first floor of the property.

Ms B and Mr A say NHBC's contractors didn't take steps to ensure that these doors weren't damaged by exposure to extremes of temperature.

When Ms B and Mr A first moved out, the contractors didn't heat the property and the oak doors were exposed to winter temperatures. And when Ms B and Mr A pointed out the problem, industrial heating was installed which raised the temperature very quickly and to an unnecessarily high degree.

Ms B and Mr A say the exposure to these extremes of temperature damaged the upstairs internal wooden doors, which have either shrunk or warped so that they now don't fit properly in the frames.

Ms B and Mr A asked NHBC to pay for the doors to be replaced at a cost of over £3,000. NHBC said they've inspected the doors and there is no damage to put right.

Ms B and Mr A weren't happy with this and complained to us. Our investigator looked into it and didn't think NHBC had done anything wrong.

Ms B and Mr A disagreed and asked for a final decision from an ombudsman.

my findings

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

In response to Ms B and Mr A's complaint, NHBC said they've inspected the doors (amongst other things) on a number of occasions.

They referred to a number of inspection reports provided *before* the repairs were carried out at Ms B and Mr A's home. These found no issue with the doors in question. These are entirely irrelevant to Ms B and Mr A's current complaint – which is that the damage was caused during the course of the repair work being carried out.

However, NHBC *did* inspect the doors after the repair work was finished. And again they found no issues and no need for any repairs. NHBC inspection reports *after* the repairs were completed are of course relevant.

NHBC's view is contradicted to an extent by a report provided by an independent expert appointed by NHBC to inspect the property immediately after the repair work was finished. This says that a number of the upstairs doors are "*not set in uniform*" and have an excessive "*threshold space*".

Ms B and Mr A have provided evidence from a number of sources – including the manufacturer of their doors - to confirm that oak can be damaged by exposure to extremes of temperature and humidity. I don't doubt that for a minute.

The key questions for me in this case though are: (a) whether the doors in question are in fact currently damaged or defective; and (b) if so, whether that's likely to have been caused by the NHBC's contractors exposing the doors to extremes of temperature.

On the first of these two questions, the key expert reports differ on the state of the doors. I think it's fair to summarise Ms B and Mr A's current issues as being about the doors not being straight in the frames and the gaps between the doors and their frames being excessive.

The independent report says the "*threshold space*" is excessive. I take this to mean the gap between the bottom of the doors and the floor beneath. But the report isn't specific about the size of those gaps and it doesn't say what the 'correct' tolerances for those spaces are.

It also says some of the doors are not "*set in uniform*". I take this to mean the doors are not square with the frames – and so the gaps around the doors increase or decrease in size as you move along the relevant edge of the door.

NHBC *did* measure the gaps. And as far as I can see, their measurements haven't been questioned or disputed.

Ms B and Mr A say the gaps should be no more than three millimetres, because that's the specification NHBC gave to the contractors carrying out the repair work. NHBC's list of measurements (from autumn 2016 when they carried out their inspection) suggests the tolerance is for a gap of around four millimetres.

Other experts appear to differ about how wide the gaps between doors and frames should be. With wooden doors in particular – which expand and contract depending on temperature and humidity - the size of gap the experts recommend seems to depend on whether they regard the main risk as the door sticking at times because it fits too tightly or the door having gaps which might allow draughts at times.

NHBC took measurements for nine doors. I'll come back to the gaps at the bottom of the doors later. For now, I'll concentrate on the 27 measurements for the gaps at the top and the sides of the nine doors.

There are seven of those 27 measurements where the gap is more than four millimetres. The widest gap is five millimetres.

Bearing in mind that wood expands and contracts depending on temperature and humidity, I'm not convinced that those wider gaps are "excessive". Four of the seven measurements above four millimetres relate to doors to en-suite bathrooms, which are likely to experience a higher degree of fluctuation in humidity and/or temperature.

Four of the 27 gaps appear to increase or decrease in size along the edge of the door – which would seem to indicate the doors aren't square to the frames or have edges which aren't completely straight. The largest deviation is of 2.5 millimetres along the two-metre side of one of the doors.

It's debatable whether this means the doors are damaged or defective in some way. That's probably why the experts disagree about it. If they are damaged or defective, it's very marginal.

The gaps at the foot of the doors are measured from the bottom of the door to the chipboard floor beneath. They vary from door to door, but the largest is 24 millimetres. Again the experts disagree about what clearance should be left to allow for the installation of flooring and/or carpets or rugs.

Some of the gaps on Ms B and Mr A's doors appear to be towards the extreme end of the range usually regarded as appropriate. However, I'm not convinced they could be termed "excessive".

I'll turn now to the question of whether the issues with Ms B and Mr A's doors were likely caused by the changes in temperature to which they were exposed during the time the repairs were being carried out.

The expert evidence provided by Ms B and Mr A is compelling. Oak doors can be damaged by radical changes in temperature and humidity.

The expert evidence also suggests that where that is the case the fibres of the wood are damaged or broken. This can lead to a very obvious 'shredded' or 'cracked' appearance to the wood and/or to warping and/or to shrinking.

I don't think anyone is suggesting that the surface of the wood in Ms B and Mr A's doors is breaking up.

Neither NHBC's inspector nor the independent expert is suggesting there's any obvious warping. There's no suggestion that's the reason for small number of non-uniform gaps is that the doors are warped. As the independent report suggests when it refers to the doors not being "*set in uniform*", these 'deviations' are more likely to do with the way the doors have been put in place (by the original builder).

As for the possibility that the doors shrank after exposure to changes in temperature, I have to bear in mind that the largest gaps – and the ones closest to being outside the normal

range (if any are) – are the gaps at the bottom of the doors. Only one of the gaps at the top of the doors is wider than four millimetres – and that's 4.5 millimetres wide.

That suggests the gaps at the foot of the doors are there because of the way the doors were hung and not because of any shrinkage. It would be odd – to say the least – if all the shrinkage happened at the bottom of the doors. One might expect that if there was shrinkage due to the changes in temperature, there would be a more even distribution of any excessive gaps.

So to summarise, if the doors are in any way defective, it is at its worst very marginal.

Even if I accept the doors are defective, there's no evidence they're disintegrating in any way, or that they've warped, or that they've shrunk. And so I'm satisfied on balance that means any defects in the doors are more likely to be a result of the way they were installed in the first place rather than the temperatures changes they were exposed to during the repair work.

If the original installation of the doors was defective then: (a) it wasn't so defective that anyone noticed it – all parties agree there was no issue with the upstairs doors before the repair work was carried out; and (b) it's the responsibility of the builder and not NHBC.

It really does seem that Ms B and Mr A have had an awful experience with their new home. Having to move out for nine months to allow substantial repairs to be carried out so soon after they bought the house must have been extremely inconvenient and very worrying.

I'm really sorry Ms B and Mr A had this experience. But taking all the evidence into account, I don't think NHBC have done anything wrong in the way they've handled these particular issues about the upstairs internal doors.

my final decision

For the reasons set out above, I don't uphold Ms B and Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B and Mr A to accept or reject my decision before 24 June 2019.

Neil Marshall
ombudsman