

complaint

Mr D is unhappy with the way that National House-Building Council (NHBC) has handled ongoing repairs to his property under his Building Warranty.

background

Mr D first reported a claim to NHBC in September 2014, following the builder's failure to deal with a number of issues with his new build property. NHBC took over responsibility for the repairs in March and April 2015. Mr D has previously brought complaints to this service about the claim. I issued decisions in November 2016 and March 2017. In those decisions I awarded compensation, following on from NHBC's offers, of respectively £850 and £1,100. In the later decision I also issued directions as to the future conduct of the case.

Mr D's complaints relate to matters set out in NHBC's final decision letters of 2 October, 10 November and 8 December 2017. NHBC has also issued three other final decision letters, but for reasons I shall explain, I won't be looking the issues dealt with in those letters. Mr D's complaints relate to a number of issues as to how the repairs were dealt with, how the contractors behaved and customer service issues. For all those issues NHBC has offered a total of £3,100. Some repairs are still ongoing and I understand that NHBC has offered cash settlements some of which Mr D has accepted. To the extent that Mr D may be unhappy with those cash offers or about other issues since a final response letter of 1 July 2018, I won't be considering those matters, although Mr D is free to complain about them to NHBC and, if not resolved, to this service.

On review of the complaints our investigator calculated that NHBC had offered a total of £3,850 for the issues dealt with in the final response letters from 18 May 2017 onwards. She thought that its offers were reasonable.

Mr D didn't agree and pointed out that he had already accepted NHBC's offers in their letters of 18 May 2017 and of 20 February and 11 July 2018. This brought NHBC's overall offers in respect of his complaints down to a total of £3,100.

The matter has been passed to me for further 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.

Firstly I accept Mr D's point that he has accepted offers made in the letters I have referred to. This means that he accepts those as a fair resolution of the complaints dealt with in those letters, and I won't be looking at those issues any further.

Secondly, as I've set out, I have previously issued decisions dealing with Mr D's earlier complaints. Whilst I understand his desire to look at NHBC's conduct of his claims as a whole, I can't take account of any issues dealt with in those decisions. I will only be considering the issues dealt with in NHBC's letters of 2 October, 10 November and 8 December 2017.

Thirdly I should observe that we are an alternative dispute resolution service. Our role is to resolve matters informally and fairly. I won't be going through very individual point Mr D has raised but rather, as our investigator has done I will look at the major issues of complaint and

consider whether NHBC's offers were in my view reasonable. I have however read and considered all of Mr D's representations and will be taking them into account.

roof inspection

Mr D is unhappy that a roof inspection was arranged without his authority. And he was disturbed that the roofers gained access to his roof and carried out repairs without his knowledge.

Clearly NHBC should have told Mr D about this before arranging the roof inspection/repair, however well intentioned. Fortunately no damage was done so whilst I recognise Mr D's distress at this, I can't award compensation for what might have happened.

access to the meter box

Mr D complains that the subcontractors tried to break into his meter box with pliers and that they left the keys in the box so that anyone could have had access. He says NHBC hasn't adequately explained what happened nor whether they would have covered him. I can understand Mr D's distress at this. But as our investigator rightly pointed out, whether a criminal offence was committed is a matter for the police. NHBC hasn't been able to say specifically whether the subcontractors actually broke into the box. Though it did apologise for late notification of no-one being in attendance thus potentially making his insurance void. It says the incident was a one-off. Again I can't award compensation for what might have happened. I accept that it must have been very alarming. This was part of the complaints dealt with in NHBC's December 2017 letter, for which it offered £1,800 compensation.

patio doors

Mr D complains that when his patio doors were repaired, part of the door was initially missing, leaving it open. Mr D was concerned that his insurance had become invalidated and had to spend two nights there sleeping on a mattress. NHBC apologised and paid Mr D for the cost of a mattress and £80 for take away food. Again whilst I agree this was unacceptable, fortunately Mr D didn't have to make a claim. This issue was also considered in NHBC's December 2017 letter.

unpaid leave

Mr D complains that he had to waste 9 days annual leave. He wasn't able to move back into his property and because of NHBC's agent's error, he had to move between different places to stay. Because of the nature of his job, he wasn't able to cancel annual leave at short notice. He had provided his schedule to the agents. I note that NHBC apologised and offered Mr D a payment of £156 for "unpaid leave". It also apologised for the miscommunication. I think this was a reasonable way of dealing with this.

appointment of independent expert

Mr D complains that, following on from my previous decision, NHBC failed to appoint an independent expert in the way set out in my decision but instead appointed a surveyor it chose. As our investigator advised Mr D this is a matter of enforcement of my decision, which we don't get involved with. I would observe that although NHBC accepted it didn't appoint an expert in the manner set out in my decision, it did offer to do so.

other issues

NHBC accepted that the contact surveyor should have visited more regularly. And that Mr D was at times kept poorly informed about what was going on. There were misunderstandings about the hallway repairs which were declined at first even though it had been agreed the floor would have to be opened up, which wasn't done. NHBC later accepted this. There was an overall lack of customer service.

health issues

Mr D says the whole matter has affected his health. He has produced letters from his doctor and consultant. And I can understand that the whole matter was very stressful for him. I nevertheless have to take into account that I considered his health issues in my decision in March 2017. So I can only consider how the matters dealt with in this decision affected his health. And it appears that the major thing for Mr D to move forward is to have his property repairs resolved. I should observe that NHBC isn't responsible for the property needing so many repairs – the effect of the warranty is that NHBC will pay for repairs covered under the terms of the warranty but doesn't guarantee the property will be free from problems. So although I accept the issues I've outlined will have added to Mr D's anxiety, I think there were other factors involved for which NHBC isn't responsible.

compensation

In total, for the period I am considering, NHBC offered to pay compensation of a total of £3,100. I have considered carefully whether NHBC should pay Mr D any more compensation for this including private medical treatment. However I think the amount offered for the period in question by NHBC for the complaints dealt with in its final response letters is fair and reasonable. It comes into the "severe" category in our scale of awards. If Mr D wants to accept the offers made by NHBC he should approach it directly.

my final decision

For the reasons I've stated, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 1 March 2019.

Ray Lawley
ombudsman