

complaint

Mr and Mrs F complain about National House-Building Council's ("NHBC") handling of their building warranty claim.

background

Mr and Mrs F moved into their new build house in November 2016. The 10 year NHBC Buildmark warranty also started in November 2016. There have been numerous faults and problems with the house which were reported to NHBC in March 2018. These claims were considered by NHBC under Section 2 of the Buildmark warranty.

Most of the issues have now been remedied but some issues remain in dispute – and are the basis of this complaint. The issues outstanding are:

- The flooring throughout the ground floor, which has “cupped” as the result of being installed incorrectly.
- The electrical wiring which has two ovens wired into the kitchen circuit. Mr and Mrs F say this is causing the electrics to trip and that these should be on separate circuits.

As this complaint was considered under Section 2 of the Buildmark warranty, a Resolution report was produced on 25 June 2018 to address the flooring issues. It stated that the builder needed to ensure the works left the floorboards in a “flat and finished” condition and that the deadline for the builder to put this right was 6 August 2018. As a result of this, the builder suggested that he could “sand and seal” the existing floor to put it right. Mr and Mrs F remained unhappy with this and a further update was produced on 1 February 2019. This update stated that the flooring manufacturer should visit the property and it set a deadline of 25 February 2019.

A separate resolution report was produced on 3 September 2018 considering the electrical issues. It made some recommendations for improvement but stated that no action was required to bring the electrics in line with NHBC's standards.

Mr and Mrs F remained unhappy with these reports. They say they have obtained various reports from experts which show the floor needs to be replaced. They say that “sand and seal” is an inferior option and that it doesn't address the fact that they have lost the 20 year flooring manufacturer's guarantee as a result of it being installed incorrectly. Mr and Mrs F would also like the ovens to be rewired and the recommendations for improvement to be carried out.

NHBC says the resolution report relating to the floor states that the builder must ensure that any work leaves the floorboards in a flat and finished condition. It says that ultimately it is for the builder to decide the best way to do that – and they will not dictate that as long as the work ensures the flooring is compliant with their standards. They say that matters have been placed on hold as Mr and Mrs F don't agree with the proposed repair method. They have also said that as there were no requirements in regards to the electrics in the resolution report, it isn't in a position to force the builder to do anything further. And it says that Mr and Mrs F have raised a new issue relating to an isolator switch but they hadn't had the opportunity to address that under their resolution scheme before the issue was referred to this service.

Our investigator initially thought the complaint wasn't one we could consider as the issues had been considered under Section 2 of the Buildmark warranty, which isn't within the remit of this service. But she then reconsidered her opinion. She said that while she couldn't consider many of the issues Mr and Mrs F were concerned about, she could say that as the deadline for the works to be completed had passed, NHBC was now required to step in and resolve these issues. But she also explained that she couldn't comment on how NHBC needed to rectify these issues. She said that Mr and Mrs F hadn't agreed to let the flooring manufacturer visit the property again, so she didn't think NHBC needed to do any more.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've reached the same outcome as our investigator and for the same reasons. I appreciate this will come as a disappointment to Mr and Mrs F but I'll explain why.

Mr and Mrs F have had ongoing issues with the property and it's clear this has caused them a great deal of stress. But my role isn't to consider the quality of the build or any issues with the builder – it is to consider whether NHBC has met its obligations under the Buildmark warranty.

As our investigator previously explained, this service can't look at complaints relating to disputes about defects reported in the first two years and dealt with under Section 2 of the warranty. This is because NHBC's decision to offer its Resolution Service is voluntary and so isn't a regulated activity. This service is only able to look at complaints about regulated activities and doesn't consider NHBC to have carried out one until it's issued a Resolution Report and the builder has failed to complete the work by the deadline it set. So while Mr and Mrs F have raised several issues about the way their claim has been handled, many of their concerns don't fall within the remit of this service to comment on.

But there are two central issues Mr and Mrs F have raised with this service and I will address each one individually.

electrical issues

The electrical issues were considered under NHBC's resolution service, which as I've explained isn't within the remit of this service. The resolution report didn't find any issues that needed to be rectified so no deadline was given and the issue isn't within our remit to consider so I'm unable to consider or comment on these issues.

The "cupped" flooring

There is no dispute that the flooring in Mr and Mrs F's home was installed incorrectly and this has caused "cupping". The builder has suggested that he fixes this issue by "sanding and sealing" the existing flooring. But Mr and Mrs F don't think this is an acceptable solution. The resolution report suggests that "sanding and sealing" the floor is a reasonable solution. But I can't comment on whether that's the case – as the report was carried out as part of NHBC's resolution service. But the deadline for that issue to be fixed has now passed and the issue remains outstanding. So, NHBC should now step in and fix the issue.

The latest resolution report recommends that the manufacturer inspect the flooring. I realise this is frustrating for Mr and Mrs F as they have already had a visit from the manufacturer – and they believe this takes them back to the beginning. But after the deadline of 6 August 2018 lapsed, it is now NHBC's responsibility to rectify the flooring.

The existing report from the manufacturer is unclear and while it does say that his advice would be to replace the floor, it doesn't explain why. And its other answers seem to suggest that "sand and seal" could be an option. So I think it's reasonable that NHBC would want to ask the manufacturer to review the flooring. And as NHBC hasn't been able to arrange for this to happen as Mr and Mrs F didn't agree, I can't say it's done anything wrong at this stage.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs F to accept or reject my decision before 25 April 2020.

Sara Falzon
ombudsman