

Adjudication Case Summaries

This paper provides a brief summary of cases that have been referred to the independent adjudication process available under the Consumer Code for Home Builders scheme. The list will be added to as cases are decided upon by the Adjudicator.

Adjudication Case 120 – December 2016 – 117160080

Complaint

The Home Buyer's claim is that the Home Builder has breached sections 2.1, 3.1, 4.1 and 5.1 of the Code. Specifically, the Home Buyer submits that the Home Builder breached section 2.1 of the Code because "the list of the Home's contents and the standards to which the Home was being built did not include information regarding an electricity supply for elements not belonging to the Home, i.e. not the Home Owner's direct obligation. Thus, there was not complete enough pre-purchase information". The Home Buyer submits that the Home Builder breached section 3.1 of the Code because "the contract did not contain any information regarding the Home Owner's obligation to be solely responsible for supplying electricity to elements not belonging to the Home from their own electricity supply". The Home Buyer further states that the Home Builder breached section 4.1 of the Code because "the Home Builder was not forthcoming with the relevant guarantees and warranties that applied to parts of the Home, or any clear and concise information relating thereto, this being one of the primary reasons for the cause of the complaints". Finally, the Home Buyer asserts that the Home Builder breached section 5.1 of the Code because "the onus has constantly been on the Home Owner to follow up matters, whilst the Home Builder has responded infrequently and not addressed the outstanding complaints".

Defence

The Home Builder did not submit a defence.

Findings

Upon review of all the evidence provided, the adjudicator was not satisfied that the Home Builder provided the Home Buyer (at the pre-purchase stage) with clear information relating to their obligation to pay for communal lighting and that this would not be covered by management services. Consequently, the Home Builder had breached section 2.1 of the Code by failing to provide the Home Buyer with enough pre-purchase information to help them make a suitably informed purchasing decision. Furthermore, the adjudicator was not satisfied that the Home Builder had any system/procedure in place for handling and resolving complaints. It was evident from the communicative exchanges between the parties that the Home Builder had dealt with the Home Buyer's complaint on an ad-hoc basis providing no information with regards to a set system/process for complaint handling and only providing responses sporadically. Additionally, whilst the sale contract for the Property makes reference to the Home Builder being required to provide details of the warranty cover for the Property there was no evidence that it duly explained what warranties/guarantees apply to the Property. Consequently, the Home Builder had breached sections 4.1 and 5.1 of the Code by failing to have a set system/process in place to deal with complaints and failing to provide the Home Buyer with information relating to what warranties/guarantees apply to the Property.

Decision

In light of the breaches of the Code which had been established and the nature and extend of the loss and inconvenience proven, the Home Builder was directed to provide the Home Buyer with a written apology, £1548.00 in compensation and £250.00 in compensation for inconvenience. It was also found to be fair and reasonable under the circumstances that the Home Builder refunds the Home Buyer for his registration fee (£120.00).

Complaint

The Home Buyers asserted that the Home Builders misrepresented the home in its sales and marketing material in breach of clause 1.5 and that it breached clauses 2.2, 2.6, 3.2 and 5.1

The Home Buyers claimed the losses incurred by the Home Builders breach of 1.5 (£4220.00) and compensation of £250.00 for inconvenience.

Defence

The Home Builder denied liability. It made no settlement offer.

Findings

There was a lack of evidence that the Home Builders breached the Code.

Decision

The adjudicator found that the claim did not succeed. The Home Buyers were not entitled to the requested compensation or £250 for inconvenience. The Home Buyers' registration fee was not reimbursed.

Complaint

The Home Buyer submitted that there were a number of failings on the part of the Home Builders including failing to: update her about the progress of construction of the Home, give 14 days' notice of legal completion; provide a home demonstration or a welcome upon completion; provide information and documentation upon completion; and/or complete the Home to an acceptable standard. The Home Buyer also experienced poor customer service.

The Home Buyer sought an apology, an explanation, the House to be completed and compensation of £15,000 including £250 for inconvenience.

Defence

The Home Builder denied liability. It made no settlement offer. It accepted that the Home Buyer was entitled to £250 for inconvenience.

Findings

The Home Buyer had proved a breach of parts 1.5 and 3.2 of the Code because the Home Builder failed to provide a promised "home demonstration" however further alleged breaches under parts 1.3, 1.5, 2.5, 3.2, 4.1 and 5.1 of the Code were not made out. Some allegations, including those about poor workmanship and build quality, fell outside the scope of the scheme.

Decision

The adjudicator found that the claim succeeded in part. The Home Buyer was entitled to have a written apology and compensation of £250. The Home Buyer's registration fee was not reimbursed.

Complaint

The Home Buyer asserted that the Home Builders changed the plans of the Property without advising him in breach of part 3.1 of the Code. Additionally, that they breached parts 1.1, 1.2, 1.3, 1.5, 2.2, 2.3 and 5.1 of the Code.

The Home Buyer sought that the Home Builders provide an apology; provide an explanation; pay £250.00 for inconvenience and; either honour the plans as originally agreed or pay him compensation in the sum of £15,000.00.

Defence

The Home Builders denied liability. They made no settlement offer.

Findings

Whilst there had been a change to the plans this was a minor change that could have gone ahead in any event without agreement. Nonetheless it was not notified in breach of part 3.1. There were also breaches of parts 1.1, 1.3, 1.5, 2.1, 2.3, 3.1, 4.1 and 5.1 of the Code. An apology was due but an explanation was already provided within the defence. As the change could have been made without agreement the Home Buyer was not entitled to enforce the original plans or recover compensation in this respect. A sum was however due for inconvenience arising from the breaches proven.

Decision

The adjudicator found that the claim succeeded in part. The Home Builders were directed to provide an apology and pay £250 for inconvenience.

The Home Buyer's registration fee was not reimbursed.

Complaint

The Home Buyer's claim was that her complaints to the Home Builder in relation to the condition of her Property had not been addressed to her satisfaction. The Home Buyer submitted that she had already been to the NHBC resolution service and it did not find in her favour for all the issues she wished to have addressed. The Home Buyer sought compensation for the cost of addressing her issues with the Property. The Home Buyer made no reference to the Code.

Defence

The Home Builder disputed any liability to the Home Buyer. The Home Builder submitted that the Home Buyer reported issues of damp in her Property. Upon investigation, it was discovered that there was a minor leak caused by a small hole accidentally drilled through a pipe. The Home Builder submitted that the leak was repaired, the moisture removed and it intended to use an antifungal wash and redecorate as appropriate. However, the Home Buyer did not accept this and requested a full plasterboard renovation. The Home Builder refused, as this was not necessary. The Home Builder submitted that the issue was referred to the NHBC resolution service and the Home Buyer added additional snagging issues to her complaint. The Home Builder submitted that of the 27 issues highlighted, 15 items were deemed invalid but it agreed to comply with the 12 valid issues. However, as the Home Buyer was not satisfied with the findings, she refused entry into the Property to resolve the issues.

Findings

The Adjudicator found that the Home Buyer's claims might touch upon section 4.1 of the Code. Following careful review of all the evidence provided, the Adjudicator was unable to objectively conclude that the Home Builder had breached section 4.1 of the Code under the circumstances. Specifically, the Adjudicator was unable to find any substantive evidence that objectively proved the Home Builder did not provide an accessible after-sales service as required by the Code. To the contrary, the Home Builder's website (freely accessible and in the public domain) expressly showed that it has a "Customer Care" team who can be contacted for any issues and can provide further information. Furthermore, it was evident from the Home Buyer's own submissions and evidence that she was able to access the Home Builder's after-sales services and further her complaints.

Decision

The Home Buyer's claims were unable to succeed.

Complaint

The Home Buyer stated that the Home Builders had built a fence in the wrong place resulting in a loss of land, and that the land conveyed did not match that on the plans. He also alleged that the Home Builders had provided poor complaints handling. The Home Buyer requested compensation in the sum of £15,000.00 and £250.00 for inconvenience.

Defence

The Home Builders submitted that the fence had been built in accordance with the plans.

Findings

The adjudicator found that disputes relating to the actual boundary of the land were not covered by the Code. The Home Builders had not built the fence along the line so labelled on the plans, however evidence showed this was a minor change to the property size. The Home Builders had also failed to advise how long it would take to provide a response to one complaint email.

Decision

The claim succeeded in part. The Home Buyer was entitled to £50.00 compensation for inconvenience. No other loss had been evidenced. The Home Buyer's registration fee was not reimbursed.

Complaint

The Home Buyer submits that the property to the rear of the Home ("Plot 150"), which shares a 6 foot high fence with the Home, was on a level 1.8m higher than the Home. When the Home Buyer purchased the Home, in March 2015, Plot 150 was on the same level as the Home. It was still on the same level when the Home Buyer moved into the Home in February 2016. It was only when building works at Plot 150 commenced in April 2016 that Plot 150 was raised by 1.8m. The Home Buyer had no notification that Plot 150 was going to be higher than his and none of the site plans received by the Home Buyer indicated this. The Home Buyer raised concerns with the Home Builder in April 2016. An 8 foot high fence was erected by the Home Builder to address the issue but after a few months it was replaced with the standard 6 foot fence; owners of adjacent properties have to both be in agreement in order to have a fence higher than the standard 6 foot one and the new owners of Plot 150 did not agree. The Home Buyer does not understand why Plot 150 was raised; it led to a loss of his privacy. Plans that the Home Buyer recently tracked down show that Plot 150 should not have been built on such a raised level. The Home Builder failed to answer the last email sent by the Home Buyer on 19 September 2016; the Home Buyer telephoned for a response and left a message with the Home Builder, but did not receive a response back.

The Home Buyer sought: (i) compensation in the sum of £15,000.00; (ii) compensation in the sum of £250.00 for inconvenience; (iii) practical action, specifically: (a) the Home Builder to knock down Plot 150 and build it level to the Home; (b) move the Home Buyer to an alternative house with south facing garden; (c) compensation for ruining his ideal home and effecting its re-sale value; (iv) an explanation; and, (v) an apology

Defence

The Home Builder did not submit a defence. From the papers supplied it was evident that the Home Builder had stated that due to the ground level incline on the site, it was always the intention that Plot 150 and neighbouring houses would be higher. Future properties behind them will be higher and so on.

Findings

The Adjudicator found that the Home Builder had breached Sections 1.5, 2.1 and 5.1 of the Code.

The Adjudicator was satisfied that the Home Buyer was not informed at any time before April 2016, by the Home Builder, that Plot 150 was to be 1.8m higher than the Home. Such information should have been disclosed on the reservation checklist and brought to the Home Buyer's attention prior to purchase. The Adjudicator also found that the Home Builder failed to address the Home Buyer's concerns regarding the height difference of the Home and Plot 150.

Decision

The Adjudicator found that the Home Buyer had not shown that his requests that the Home Builder knocks down Plot 150 and rebuilds it; and, for him to be moved to an alternative house were practicable or reasonable. Furthermore, no evidence was supplied as to the costs of these remedies and there was therefore no evidence to show that they will be within the £15,000 (including VAT) cap on compensation set down under the Scheme.

In respect of the Home Buyer's request for compensation for the ruining of his ideal home and affecting its resale value, the Adjudicator found that there was a lack of evidence to substantiate this claim and, in any event, the Code does not apply to claims for loss of property value.

Turning to the Home Buyer's claim for £250.00 compensation for inconvenience, given the findings that the Home Builder had breached Sections 1.5, 2.1 and 5.1 of the Code and that the Home Buyer had clearly suffered inconvenience, the Adjudicator was satisfied that he had justified his entitlement to the full £250.00 sought and that it would be fair and reasonable to direct that the Home Builder reimburse the Home Buyer the £120.00 case registration fee.

Turning to the Home Buyer's request for an explanation and an apology, in light of his findings in respect of the breaches, the Adjudicator found it reasonable that the Home Builder provided an apology to the Home Buyer and provided an explanation regarding why Plot 150 was built 1.8m higher than the Home, especially given that the approved planning external works drawings showed the levels to be different by only 30cm.

Complaint

The Home Buyer submitted that on acquisition of the Home there were multiple failings and re-workings of the property. The plumbing was inadequate in that there was no water pressure for the first 3 months of his residence and no water pressure in the upstairs bathrooms. He and his family have had to bathe at a gym 10 miles away. For the first 9 months there was no sealant around the drains so that there was a constant foul smell. There were multiple leaks in the kitchen and main bathroom and en-suite bathroom and resulting damp due to poor plumbing. There was a constant flow of tradespeople in and out of his house so that the Home looked as though it was 5 years old. He had to move out twice. The Home Builder had offered £2,250.00 by way of compensation for inconvenience due to poor workmanship and the carrying out of these works. The Home Buyer submitted that this was insufficient compensation for the hardship which he and his family had to suffer including loss of earnings and a major impact on their marriage.

Defence

The Home Builder contended that many of the complaints fell outside the scope of the Code and that there was no breach of the remaining provisions.

Findings

The adjudicator found that although the Home Buyer had made a number of complaints, many of those fell outside the scope of the Code and he had not provided supporting evidence for those matters which might fall within the scope of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer asserted that the Home Builders breached parts 2, 3 and 5 of the Code. The Home Builders withdrew from the Reservation agreement, delayed in completion and did not respond to complaints properly.

The Home Buyer sought that the Home Builders pay compensation of £7639.00 plus £250.00 for inconvenience.

Defence

The Home Builders denied liability. They made no settlement offer.

Findings

The Home Buyer had proven breaches of parts 2.6, 3.2 and 5.1 of the Code. The losses claimed were justified and recoverable except for those which were not evidenced and/or did not arise as a consequence of the breach.

Decision

The adjudicator found that the claim succeeded in part. The Home Builders were directed to pay £4494 in compensation and £250 for inconvenience.

The Home Buyer's registration fee was reimbursed.

Complaint

The Home Buyer complained about delayed completion, having to wait in for a plumber who did not attend, damage to his garden tools due to rubble in the garden not paid following NHBC finding of too much rubble, increased fuel costs not paid following NHBC finding of decision of insufficient loft insulation, damage to a bedroom cupboard by the Home Builder's carpenter and inconvenience.

Defence

The Home Builders denied liability, save that it agreed that £313.28 should be paid for additional fuel costs due to insufficient insulation over a 2 year period.

Findings

The adjudicator found that many of the claims were outside the scope of the Code but there had been a failure to give reliable and realistic information about the completion date which was delayed by between 3 to 8 weeks.

Decision

The claim succeeded in part. The adjudicator did not award claimed losses in respect of a need to obtain a second mortgage offer and for storage of the Home Buyer's belongings pending completion because this claim fell outside the scope of the Code which only allowed compensation (apart for inconvenience) for the cost of "putting matters right". This did not render the Home Builder liable for costs of borrowing or furniture storage. The adjudicator therefore awarded £100.00 compensation for inconvenience and, for the avoidance of doubt, made clear that this did not affect the Home Builder's promise to pay £313.28 for the increased fuel costs which were the consequence of deficient information. The adjudicator also reimbursed the registration fee.

Complaint

The Home Buyer submitted that the Home Builder has constructed two additional manholes in the rear garden of the Home. These were not shown on the drainage plans which he saw on 6 June 2015 before he entered into the contract. Furthermore, one manhole, which was shown on the drainage plan, has not been constructed in the correct position. The Home Buyer further complains about the manner in which his complaint has been handled in that the Home Builder initially denied responsibility and did not promptly provide him with copies of the plans or act on the agreement that the manholes were not positioned in accordance with the plans even though this was conceded by the Home Builder's representative on 2 May 2016. He complains that he was not notified of the change and has been deprived of the right to object to the change or terminate the agreement, furthermore, the presence of the manholes has reduced the amenity of the garden as a play area, it creates a health and safety hazard because they stand proud of the soil level and will prevent the building of a conservatory and other landscaping.

Defence

The complaint was out of time. It was agreed that the manholes were not as shown on the drainage plan which the Home Buyer would have seen prior to his purchase. It cannot give an explanation for why this has occurred and offered the Home Buyer £500.00 by way of compensation for inconvenience. In respect of the Home Buyer's request to move the manholes, it argued that it had investigated this possibility but it cannot be done because to restore the drainage to the locations shown on the drainage plans it would be necessary to relay the foul and surface water pipes in neighbouring plots for which access and consent would be required from neighbouring property owners and from the water company which may not be forthcoming, would affect surface water drainage, would involve making excavations in neighbouring properties and altering boundary structures and lifting pavements.

Findings

The adjudicator found that the complaint was not out of time. Material changes had been made to the garden about which the Home Buyer had been entitled to be consulted and he could have withdrawn from the transaction had he not agreed. As the Home Buyer had not been consulted and had not been told that he had a right to terminate, there was a breach of sections 3.1 and 3.3 of the Code.

Decision

The claim succeeded in part. Although it was not realistic or within the scope of the scheme to require the restoration of the complete drainage layout which had originally been shown to the Home Buyer, the Home Builder had not considered the possibility or arranged for costing of the lesser step of moving the manholes to a less intrusive position in the Home Buyer's garden, for example closer to the fencing where at least one of the manholes was originally intended to be. It was not certain that this was possible, but equally it seemed likely that this is what the estimate obtained by the Home Buyer envisaged. This would not involve affecting third parties but would still require the permission of the water company, which may or may not be forthcoming. Accordingly directions were given for practical action. An award of compensation was not appropriate because it was not clear what work was proposed or whether the water company would consent. The adjudicator awarded compensation for inconvenience.

Complaint

The Home Buyer asserted that he was told that the Home would have a gate and it did not. He complained and received poor customer service.

The Home Buyer sought a gate and compensation of £250.00 for inconvenience.

Defence

The Home Builder denied liability. It made no settlement offer.

Findings

The Home Buyer had proved breaches in respect of 1.3, 2.1 and 5.1 of the Code.

Decision

The adjudicator found that the claim succeeded in part. The Home Buyer was entitled to have a gate fitted and compensation of £100. The Home Buyer's registration fee was reimbursed.

Complaint

The Home Buyers asserted that he was not told that the garden of the Home was on a gradient, preventing them from making an informed choice before making a binding commitment. They complained and received poor customer service.

The Home Buyers claimed the cost of corrective works (£3685) and compensation of £250.00 for inconvenience.

Defence

The Home Builder denied liability. It made no settlement offer.

Findings

The Home Builders breached in respect of 1.3, 1.5, 2.1 and 5.1 of the Code.

Decision

The adjudicator found that the claim succeeded in part. The Home Buyers were entitled to 75% of the costs claimed for corrective works, compensation of £250 for inconvenience. The Home Buyers' registration fee was also reimbursed.

Complaint

The Home Buyer stated that she had been given unclear and incorrect sales information and prices for additional work and that this was exacerbated by staff that were not fully trained, that no list of the home's contents was provided, and that she was not advised of cancellation rights in respect of additional work. The Home Buyer also alleged that the Home Builder had provided poor complaints handling. The Home Buyer sought £3507.85 for losses incurred (including £250.00 for inconvenience), an apology, an explanation, for works to be completed and for pricelists to be made clearer.

Defence

The Home Builders accepted that it had caused the Home Buyer inconvenience in how it had arranged for snagging issues to be resolved; it denied the remainder of the claim.

Findings

The adjudicator found that the agreements for additional work were not covered by the Code. The Home Buyer had not been provided with a list of the home's contents and there had been customer service failures in how the Home Builder had handled her complaints.

Decision

The claim succeeded in part. The Home Buyer was entitled to an apology and compensation for inconvenience. The remaining remedies related to issues not covered by the Code. The Home Buyer's registration fee was reimbursed.

Complaint

The Home Buyer stated that the site plan and information given to him orally as well as the plan attached to the contract showed that he should have been provided with a car park space which was the same size as the other plots on the development. In fact the car parking space was only 2.37 metres in width and had fences either side so that the Home Buyer could not open the doors to his car. This contrasted with other plots which had car parking of 2.5 metres in width. He also said that he was told that the size of the car parking space would fit a standard sized car. He further complained that the length of the plot was too short and that when the cars were parked, he could not get out of his garden gate.

The Home Buyer sought practical action that the Home Builder should (1) move fencing to provide two usable car parking spaces; (2) provide an alternative parking space; (3) provide a different exit from the garden; (4) pay £14,370.00 by way of loss of value to his home; and (5) pay a further £250.00 compensation for inconvenience.

Defence

The Home Builder said that the width which had been provided to the Home Buyer “is not wide enough to be safely used” and agreed to move the fence 30 cm into the Home Buyer’s garden and into the garden of plot no.9 to give greater width to the parking space. The Home Builder denied liability in other respects.

Findings

The adjudicator found that the Home Builder had breached sections 1.5 and 2.1 of the Code in that the Home Buyer had been given unclear marketing materials and incorrect information and the plan was not reliable as to the size of the car parking space. Moreover, the Home Builder had given unreliable information that the parking space would fit a standard size car whereas the size of the necessary space had seemingly not been clearly determined: he had been told that he was entitled to 30mm only but this was not the 2.5m width given to other properties on the development.

Decision

The claim succeeded in part. Apart from the defence which for the first time promised that the Home Builder would move the fence by 30cm rather than 30mm, no information had been given to the adjudicator which indicated that the Home Builder would be in a position to move the fence of plot 9 by 30 cm. Moreover, the Home Buyer had proved that he had been given the impression that his car parking space would be 2.5m like the other homes in the development. This would require only a further 13cm. Accordingly, the adjudicator directed that the Home Builder should take practical action to use its best endeavours to increase the width of the parking space by moving the fence by at least 13cm but not more than 30 cm. If this were to be not possible, the Home Builder was required to provide the Home Buyer with an explanation of the reasons in writing. In the event that moving the fence by 13cm- 30cm were to be not possible, the Home Builder was required to use its best endeavours to provide an alternative car parking space for the Home Buyer’s two vehicles. If this were to be not possible not possible, the Home Builder should provide the Home Buyer with reasons in writing. The claim for compensation by way of loss of value of the home was not within the Code and did not succeed. The adjudicator awarded £150.00 for inconvenience and directed reimbursement of the registration fee.

Complaint

The Home Buyer submitted that the sales executive was untrained with no knowledge of the Consumer Code for Home Builders. The Home Buyer also submitted that the Home Builder's sales and advertising materials were incorrect and misleading - the Property was advertised as being 1440 sq ft with 3 bay windows, however, the finished home was 1429 sq ft with 2 bay windows. Further the Home Buyer stated that paperwork for her part-exchange property was not completed or authorized and that the part-exchange property was marketed without permission and at a price not agreed.

Defence

The Home Builder denied the claim.

Findings

The adjudicator found that there was no substantive evidence to support the Home Builder's submissions about the training given to the sales executive. There was also no substantive evidence to show that at the time of the reservation it was made clear to the Home Buyer that although a 3 bay window variation was possible for the style of property, the Property itself was a standard 2 bay window property.

However, the Home Buyer's claim in relation to the part-exchange property and the Home Builder's actions in relation to this property fell outside the scope of the Scheme.

Decision

The claim succeeded in part. The adjudicator found that the Home Buyer was entitled to £250.00 compensation for inconvenience and an apology. The Home Buyer's registration fee of £120.00 was also reimbursed.

Complaint

The Home Buyer asserted that they entered into a reservation agreement with the Home Builders but, due to a number of failings on the part of the Home Builders, were not able to exchange contracts on the Property. These failings included: a failure to provide a copy of the Consumer Code for Home Builders; a failure to set out clearly how and when the reservation agreement would end; the lack of a complaints procedure; a failure to deal with complaints; and a failure to cooperate with the Home Buyers' solicitors. The Home Buyers also suggest that they were penalised for not using the solicitors recommended by the Home Builders.

The Home Buyer sought that the Home Builders provide an apology; an explanation; pay compensation of £6,563.85 plus £250.00 for inconvenience.

Defence

The Home Builder denied liability. It made no settlement offer.

Findings

The Home Buyer had proved breaches in respect of 1.2, 5.1 and 5.2 of the Code but other alleged breaches of 2.5, 2.6 and 5.1 of the Code were not proven.

Decision

The adjudicator found that the claim succeeded in part. There was no evidence that the breaches had caused the Home Buyers any loss other than inconvenience assessed at £50. The Home Buyer was also entitled to an apology but the Home Buyer's registration fee was not reimbursed.

Complaint

The Home Buyer claimed that the Home Builder refused to refund any of her reservation fee after cancellation of the reservation agreement. The Home Buyer therefore sought the refund of her reservation fee, an apology, £250.00 for inconvenience and £120.00 for the adjudication fee.

Defence

The Home Builder did not submit a defence.

Findings

It was evident from the papers provided that the Home Builder refused to refund any of the Home Buyer's reservation fee due to the fact that the reservation agreement stated that the reservation fee was non-refundable. The reservation agreement did not set out any reasonable costs genuinely incurred by the Home Builder which would be deducted from the reservation fee. Consequently, the Home Builder was in breach of section 2.6 of the Code and the Home Buyer was entitled to have the reservation fee refunded in full. Furthermore, under the circumstances, it was fair and reasonable that it provided the Home Buyer with an apology, £250.00 for inconvenience and £120.00 for the adjudication fee.

Decision

The claim succeeded.

Complaint

The Home Buyer submitted that the parking bay and carport for the Property are poorly laid out and poorly sited. The pre-purchase information failed to give any details of the design of the carport. The Home Builder lacked a proper system for handling complaints.

Defence

The Home Builder denied the claim.

Findings

The adjudicator found that claims about design and quality of workmanship fall outside the scope the Scheme. The Home Builder failed to provide pre-purchase information about the design of the parking bay and carport. The Home Builder did not show that it had a system and procedures for receiving, handling and resolving complaint.

Decision

The claim succeeded in part. The adjudicator found that the Home Buyer was entitled to £100.00 compensation for inconvenience and an apology. The Home Buyer's registration fee of £120.00 was also reimbursed. However, requests for practical action in relation to the design and construction of the carport and parking bay could not be considered.

Complaint

No copy of the Code was made available to the Home Buyer and the Home Builders' staff members or agents did not draw attention to it. No adequate pre-purchase information was given in relation to various matters. The reservation fee was said not to be repayable in full with no reason given. A laminate work surface instead of a granite one was supplied and there were significant delays to the construction works. The Home Builders did not keep the Home Buyer properly informed and no adequate after-sales service was provided. The Home Buyer was not given a copy of the home user guide, the welcome pack or the instruction booklets. The Home Buyer had been told by the Home Builders that his house would have a professional clean before completion but this had not occurred. At the time of completion the site was still under construction. The Home Buyer was not given appropriate health and safety information. The complaints procedure was not made available. The Home Buyer looked for the complaints procedure on the Home Builders' website but this was shown as "under construction".

Defence

The Home Builder denied that its conduct amounted to breaches of the Code and argued that the delay in construction had been due to unexpected factors outside its control.

Findings

The adjudicator found that the section 3.2 of the Code does not require the Home Builders to avoid delay, it requires that the Home Builders should give accurate information to the Home Buyer about the date of completion, particularly as the home nears that stage. Initially reliable and realistic information was given by the Home Builders, even taking into account the unexpected events. The Home Buyer was told about the events and given an estimate of 10 weeks consequential delay. Subsequently realistic and reliable information was not given. There were additionally periods where information was requested by the conveyancer and by the Home Buyer and it was not provided at all. This was a breach of section 3.2. In respect of the other matters, sections 1.1 and 1.4 of the Code had been broken and the Home Builder's failure to explain that there was limited head room in certain areas due to a sloping ceiling was also a breach of section 2.1. The change to laminate from granite surfaces had to be seen in the context of an upgrade in the units which were of higher quality. Although this was a change, it was minor and did not require the Home Buyer's consent. The Home Builder was also in breach of clause 4.2 of the Code in that the Home Buyer was required to use the construction site following completion but he was not given a health and safety file. The Home Buyer was not provided with the complaints procedures and this was a breach of section 5.1 of the Code.

Decision

The claim succeeded in part. The financial claim related to the consequences of delay – that is, the cost of temporary accommodation, storage, increased mortgage costs, etc., which were outside the scope of the Code. The adjudicator awarded £250.00 for inconvenience and required an apology for the other breaches.

Complaint

The Home Buyer asserted that the Home Builders failed to rectify a fault in a timely manner, failed to resolve a damp problem and spoke to her rudely.

The Home Buyer sought that the Home Builders provide an apology; pay compensation of £15,000 plus £250.00 for inconvenience.

Defence

The Home Builder denied liability. It made no settlement offer.

Findings

The Home Buyer had not proven a breach of 5.1 in relation to one matter. The remaining matters had not been complained about within 2 years of the Home Warranty start date and therefore were not covered by the Code.

Decision

The adjudicator found that the claim was unable to succeed. The Home Buyer's registration fee was not reimbursed.

Complaint

The Home Buyer alleged that the Home Builders failed to refund the reservation fee and misled him regarding restrictions regarding carrying out work on trees or landscaping. The Home Buyer alleged breaches of clauses 1.2, 1.4, 1.5, 2.1, 2.2, 2.3, 2.4, 2.6, 3.1, 3.3 and 5.1 of the Code.

The Home Buyer sought £5000.00 in compensation (the amount of the reservation fee). The Home Buyer also sought £250.00 for inconvenience.

Defence

The Home Builders asserted that the reservation fee was non-refundable and the amount covered agreed purchaser extras which they are entitled to deduct from the reservation fee. The Home Builders asserted that there were no breaches of the Code.

Findings

There was a breach of clauses 2.6 and 3.4 as the Home Builders had not refunded the Home Buyer with the reservation fee paid. Costs the Home Builders claimed related to agreed purchase extras which are not covered by the Code and had not been stated in the reservation agreement as potential deductible costs. The Home Buyer did not establish any other breaches of the Code due to a lack of information or evidence, save for in relation to clause 5.1. It was accepted on the evidence supplied that the Home Builders breached clause 5.1, as they failed to have an appropriate system and procedure in place for receiving, handling and resolving the Home Buyer's complaints.

Decision

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to provide an apology, pay the Home Buyer £5000.00 in compensation (a refund of the reservation fee) and £250.00 in compensation for inconvenience. As the remedy requested had been substantiated, it was found that the Home Builders were liable to refund the Home Buyer's registration fee.

Complaint

The Home Buyer claimed that their windows had started to show signs of wear after 2 years and they did not know who to complain to.

Defence

The Home Builder did not submit a defence.

Findings

In the complete absence of any mention of the Code by the Home Buyer, the adjudicator found that the issues touched upon section 1.3 of the Code. Upon review of all the evidence, the adjudicator was not satisfied that the Home Builder was in breach of the Code. It was evident from the Home Builder's website that it did have a formal process in place to deal with the Home Buyer's queries (as required by section 1.3 of the Code).

Decision

The claims were unable to succeed.

Complaint

The Home Buyer submitted that their kitchen worktop did not match their expectations.

Defence

The Home Builder did not accept any liability. The Home Builder submits that the kitchen worktop was the one chosen by the Home Buyer and it did not breach any part of the Code.

Findings

There was no evidence that the Home Builder had breached the Code. The Home Buyer did not state the section of the Code which the Home Builder allegedly breached but it was evident from the papers that the claim touched upon section 1.5 of the Code (sales and advertising). The Adjudicator found that the Home Builder had been clear and truthful in its advertising and sales material (as per section 1.5 of the Code) and there was no evidence that it had not breached the Code.

Decision

The claim did not succeed

Complaint

The Home Buyer alleged that the Home Builders withdrew from the reservation/sale agreement in breach of clause 2.6; delayed in completing the Home in breach of clause 3.2 and; failed to have a suitable complaints procedure in breach of clause 5.1.

The Home Buyer sought £15,000 in compensation for his losses incurred: conveyancing and mortgage fees, loss of rental income (for the property he was moving out of) and the loss of equity he was promised in exchange for waiting for completion). The Home Buyer also sought £250.00 for inconvenience and for the Home Builders to provide a written apology and an explanation.

Defence

The Home Builders asserted that there was no exchange of contracts and the reservation agreement had long since lapsed when it withdrew from the reservation/sales agreement. The Home Builders asserted that there were no breaches of the Code and their solicitors and sales agents had answered all queries raised.

Findings

There was no breach of 2.6 as it was found the Home Builders had not entered into a new reservation agreement or sale agreement with another customer on the Home while the reservation agreement was in force and the Home Builders had refunded the Home Buyer with the reservation fee paid. However it was found that the Home Builders breached clauses 3.2 and 5.1, as they delayed with completion of the Home and failed to have an appropriate system and procedure in place for receiving, handling and resolving the Home Buyer's complaints.

Decision

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to provide an apology, pay the Home Buyer £1652.54 in compensation for mortgage fees and conveyancing costs and £250.00 in compensation for inconvenience. As a proportion of the remedies requested had been substantiated, it was found that the Home Builders were liable to refund the Home Buyer's registration fee.

Complaint

The Home Buyers in these cases were purchasers of homes in a new developments. Their complaints included matters relating to their own homes, the communal parts in the blocks of apartments in which their homes were situated and communal areas such as gardens and rights of access. In particular, the purchasers claimed that the apartments which were provided in a different block (Block B) to that which had been used as a show home (Block A) was substandard in comparison to the show home. They also complained that the apartments were not built in accordance with the pre-contractual information.

Defence

The sales and promotional material was for representational purposes only. To the extent that there were departures from the Home Buyers' understanding of the facilities of both their own Home and of the development, these were permitted in accordance with the contract and caused no loss to the Home Buyers. Moreover, some issues were snagging problems with which the Code is not concerned.

Approach

The adjudicator found as follows:

That by reason of the leasehold nature of the development and the location of the apartment in each case and (where this was available) the draft counterpart lease, the plot was supported by a right on the part of the Home Buyers to have access to the common parts of Block B as well as to the communal areas of the development (ie. those parts of the development which were shared with other residents). The Home Buyers' complaints about matters affecting the common parts and communal areas were not within "the Home" but nonetheless were matters falling within the Code and any alleged breach was to be considered by reference to the impact that this had on the Home Buyers' Home and (where relevant) its associated car parking space.

The availability and quality of services in the common parts of a building serving an apartment are material to a potential buyer's purchasing decision. The communal areas may also be relevant. The obligations of the Home Builder under paragraph 2.1 of the Code to give reliable pre-purchase information to the Home Buyers applied to the services in the common parts of a building and, to a more limited extent, to the communal areas because these are further removed from the Home Buyers' Home.

Aspects of the development did not correspond with (a) the brochure and/or (b) the estate plan and/or (c) the presentation of Block A which had been constructed prior to Block B and which was used as a show home including the common parts and other documents.

The Home Buyers were not told that marketing materials were representative only. Whether they were or were not for representative purposes only depended on the proper inferences to be drawn from the documents in the circumstances of each claim. In some cases (such as artists representations of the likely appearance of an area) these were representative only.

The demonstration of Block A to the Home Buyers was a "sales activity" within the meaning of paragraph 1.5 of the Code. Because the purpose of showing Block A to prospective purchasers was to encourage them to purchase before their home was built, the Home Builder made a representation to the Home Buyers that, except where a change was necessary as a consequence of the different size and shape of the building, the construction and finishes would be identical.

Guidance explaining paragraph 3.1 of the Code makes clear that significant or substantial changes affecting the size, appearance or value to the Home after the exchange of contracts must be the subject of consultation with a Home Buyer even where the contract permits this. Minor changes to the appearance of a home which do not significantly or substantially alter its size, appearance or value must also be notified to the Home Buyers but the Home Builder does not need the Home

Buyers' agreement to proceed with these. As these obligations arise under the Code, the Code also requires that they should form part of the terms of the contract. In each case where the Home Builder has argued that there has been a change of intention in respect of the carrying out of the constructions, the information requirements were relevant.

While paragraph 3.1 of the Code required the Home Builder to offer withdrawal from the contract if significant and substantial changes were unacceptable to the Home Buyers, acting reasonably, this was a right given to the Home Buyers' under Code rather than intended as a protection for the Home Builder. The fact that the Home Builder has offered withdrawal did not protect the Home Builder from liability for breach of the Code. The Home Buyers were entitled to continue with the purchase and still to complain that the provisions of the Code had not been observed.

Applying the principles described above the adjudicator found breaches of parts 1.5, 2.1, 2.6, 3.1, 3.2 and 4.1 of the Code.

Decision

The claim succeeded in part. Where the adjudicator found that the change could be made in accordance with the principles above without adversely affecting the interests of other leaseholders, practical action was directed (eg the provision of cycle racks in the common parts or relaying the laminate floor in the Home Buyers' home but not changing a ceiling height or altering balconies). Practical action was not directed where it would be contrary to planning permissions, building regulations or the headlease. The adjudicator further directed the Home Builders to pay the Home Buyer £250.00 for the inconvenience caused. The Home Buyer's registration fee was also reimbursed.

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Complaint

The Home Buyer submitted that the Home Builder failed to provide reliable and realistic information about the date of completion.

Defence

The Home Builder stated that it was difficult for its sales advisor to recall specifically what was said during pre-exchange conversations. In any event, section 3.2 of the Code does not apply in this instance, as with the exception of discussions surrounding settlement of the claim, all other correspondence was prior to exchange.

An offer of settlement was made by the Home Builder in the sum of £500.00.

Findings

The adjudicator found that the Home Builder was in breach of its obligations under the Code. Section 3.2(a) of the Guide clearly addresses “Information given to the Home Buyer before Contract Exchange” and shows that the obligation under section 3.2 for Home Builders to give reliable and realistic information about when construction of the Home may be finished and the date of legal completion begins before the exchange of contracts. No substantive evidence had been submitted to show what, if any, information was given to the Home Buyers about when the construction of the Home would be finished and the date of legal completion.

Decision

The claim succeeded. The adjudicator directed that the Home Builder pay compensation in the sum of £2,620.71. The adjudicator also found that the Home Buyer was entitled to £250.00 compensation for inconvenience. The Home Buyer’s registration fee of £120.00 was reimbursed.

The Home Buyer submitted that the Home Builder failed to provide reliable and realistic information about the date of completion.

Complaint

The Home Buyer asserted that the Home Builder breached sections 3 and 5 of the Code.

The Home Buyer asserted that the Home Builder unilaterally cancelled the Reservation Agreement and failed to offer her a contract with a long stop date which complied with the Code. The actions of the Home Builder allowed it to remarket the property at a higher price. The Home Builder treated her unfairly and did not supply reliable timely information. The Home Buyer was not provided with a copy of the Home Builder's complaints procedure.

The Home Buyer sought: (i) £120.00 compensation; (ii), £250.00 for inconvenience and (iii) practical action, namely for the Home Builder to confirm: (a) why it knowingly refused to supply a Code compliant contract; (b) why it knowingly refused to provide a Complaints Policy and offer information on how to make internal appeals; (c) why it made inappropriate reference to the Home Buyer having a financial greed motivation; (d) that it was aware from valuations or otherwise aware that the cancellation of the reservation offered it the option to re-market flat at a higher price; (e) that open minded senior officials meet with the Home Buyer and her representative to agree terms for the re-instatement of the reservation and for mediation; (f) that Premier Guarantee to be made fully aware of the complaint being made.

Defence

The Home Builder asserted that it was not in breach of the Code in respect of the long stop date issue; the obligations on it under section 3.3 of the Code had been complied with. The reservation period had expired and contracts had not been exchanged. The Home Builder does not have a written complaints procedure in respect of private plot sales.

Findings

The Guidance to the Code is just guidance. Whilst the Home Builder had not followed the Guidance, its actions in respect of the long stop date issue were not in breach of section 3.3 of the Code.

The Home Builder had breached section 3.2 the Code due to the lack of information provided and had breached section 5.1 for failing to explain its complaints procedure in writing.

Decision

The Adjudicator directed that the Home Builder: pay the customer £250.00 for inconvenience; reimburses her for the £120.00 case registration fee; and, apologises.

In respect of the practical action sought, the Adjudicator was satisfied with the explanations provided by the Home Builder in respect of the long stop and the complaints policy issues.

The Adjudicator found that the remaining actions sought were not relatable to the breaches found.

Complaint

The Home Buyer alleged that the Home Builders failed to: provide her with a copy of the Code at the time of reservation; provide enough pre-purchase information to enable her to make suitable informed decisions; provide clear or truthful sales and marketing material or; provide her with a Reservation agreement. The Home Builders refused to refund her Reservation deposit when she cancelled the agreement.

Defence

The Home Builders did not submit any defence or evidence in support.

Findings

It was accepted that the Home Builders breached clauses 1.2, 2.1, 2.6 and 3.4 of the Code as they failed to provide a Reservation agreement, failed to provide the Home Buyer with enough pre-purchase information to enable her to make suitable informed purchasing decisions and failed to refund the Reservation fee when the agreement was cancelled. There was insufficient evidence that the Home Builders failed to provide clear or truthful sales and marketing material.

Decision

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyer £2000.00 as a refund of the Reservation deposit. The Home Buyer was also awarded £125.00 for inconvenience and the registration fee was reimbursed.

Complaint

The Home Buyers allege that the Home Builders did not respond to various questions in relation to the Home. As a consequence, the Home Buyers' submit that they were unable to exchange contracts within the reservation period. The Home Builders advised that in the event contracts were not exchanged, the reservation fee would be retained. As contracts were not exchanged, the Home Builders kept the Home Buyers' reservation fee. The Home Buyers' claim a refund of the reservation fee and the legal costs incurred.

Defence

The Home Builders did not submit a defence in response to the claim.

Findings

The Home Builders breached clauses 2.6 and 5.2 of the Code.

Decision

The adjudicator found that the Home Buyers' claim succeeded in full. The adjudicator was satisfied that the Home Buyers had a reasonable expectation for their questions in relation to the Home to be answered promptly and before the expiration of the reservation agreement and prior to the exchange of contracts. Based on the evidence provided by the Home Buyers and in the absence of any contradictory submission or evidence by the Home Builders, the adjudicator was satisfied that the Home Builders failed to respond to the questions raised by the Home Buyers' legal representative. Due to outstanding questions remaining unanswered, the adjudicator was satisfied that it was fair in the circumstances for the Home Buyers to have not proceeded with the sale. The Home Buyers' claim for a refund of the reservation fee was fair and reasonable as the sum should not have been retained by the Home Builders. Further, the legal costs were reasonably incurred and foreseeable. The adjudicator directed the Home Builders to reimburse the reservation fee, legal costs and registration fee to the Home Buyers.

Complaint

The Home Buyer alleged that the Home Builders breached the following parts of the Code: 1.5, 2.4, 2.6, 3.2. and 5.1.

During the process, the Home Builders continued to alter the completion dates due to delay and issues experienced with the build of the home. At no time did the Home Builders advise that the reservation agreement had expired. Therefore, the Home Buyer, based on the correspondence exchanged, continued with the purchase of the home. The Home Buyer was also advised that her plot would be prioritised. However, the Home Builders later informed her that no plot would be prioritised and that more delays were expected. As a consequence, the Home Buyer had to make alternative living arrangements, with no idea of completion. The Home Buyer was advised by the Home Builders' representative that the reservation agreement was valid. However, after around 9 months, the Home Builders advised that the market value of the home had increased and invited the Home Buyer to consider the increased value. Further, the Home Builders had revoked the sale. The Home Buyer was unable to proceed with the sale. In addition, the Home Buyer requested details of the Home Builders' complaints process which was not provided and stated that the Home Builders failed to comply with health and safety procedures. As a consequence, the Home Buyer incurred costs and suffered inconvenience.

Defence

The Home Builders denied liability of a breach of the Code and submitted that they had provided the Home Buyer opportunities on four different occasions to exchange contracts. It is accepted that due to problems, they were unable to confirm completion dates. Upon cancellation of the sale, the reservation fee was returned. The Home Builders submitted that they have health and safety policies and procedures in place which are "*robustly*" followed.

Findings

The Home Builders breached parts 2.6, 3.2 and 5.1 of the Code which the adjudicator found had caused the Home Buyer unnecessary inconvenience and stress. The adjudicator was satisfied that the reservation agreement had been extended by the parties due to the correspondence exchanged after the expiration of the reservation agreement. Therefore, the adjudicator found that it was reasonable for the Home Buyer to have expected the home to be sold at the price agreed at reservation. Further, the adjudicator also found that as a result of the breaches, the Home Builders were responsible to pay compensation for the loss suffered by the Home Buyer.

Decision

The adjudicator found that the Home Buyer's claim succeeded in part. The adjudicator directed the Home Builders to pay £250.00 for the inconvenience and stress suffered by the Home Buyer as a result of the breaches of the Code. With respect to the request for compensation, the adjudicator found that the Home Builders were responsible to pay the sum of £1,700.00 in relation to the costs incurred by the Home Buyer in reliance on the reservation agreement. The costs in relation to the following: mortgage booking and broker fee, valuation, searches and HS2 report were deemed to be reasonably foreseeable and therefore payable. As the claim succeeded in part, the Home Builders were required to return the registration fee to the Home Buyer.

Complaint

The Home Buyer stated that he had been given the incorrect price for the Property and incorrect information as to what was included in the price, and that the Property was handed over with a poor finish quality. The Home Buyer also alleged that the customer service and complaints handling had been poor with correspondence being deliberately delayed. The Home Buyer sought £5098.54 for losses incurred (including £250.00 for inconvenience), an apology, an explanation, an investigation and provision of various documents.

Defence

The Home Builders accepted that the finish quality was below the standard expected. The Home Builders had previously provided the Home Buyer with free carpets and £2250.00 as a goodwill payment.

Findings

The adjudicator found that the Home Buyer had been incorrectly informed as to the price of the Property and that the information as to what was included was unclear. The customer service had been largely to a high standard excepting a long initial delay in replying to the Home Buyer. The issues with the finish quality of the Property did not constitute breaches of the Code.

Decision

The claim did not succeed. Whilst the Home Builders had breached the Code, the losses claimed for did not flow from those breaches. The Home Builders had provided appropriate apologies and explanations whilst the goodwill payment and provision of free carpets were sufficient to compensate the Home Buyer for the issues and inconvenience caused. The other remedies requested did not fall within the adjudicator's remit to award. The Home Buyer's registration fee was not reimbursed.

Complaint

The Home Buyers complaint was that they were promised that their garden would be levelled and there would be a retaining wall constructed at the back of the garden. When they went into occupation of their house, the Home Buyers found that there was a fence and the garden sloped upwards from an area of flat patio towards the rear fence.

Defence

The Home Builders said that the fencing had been constructed in accordance with the plans which the Home Buyers had been shown.

Findings

A number of their neighbours had also made statements that they had been told that there would be a retaining wall and this made it probable that the Home Buyers had also been told this. In contrast, the Home Builders had not put forward any observations of the employees said to have made the misrepresentations. The adjudicator found that the Home Builders had told the Home Buyers that there would be a retaining wall and that the garden would be levelled. Even though the Home Buyers had been shown the plans, an oral representation that the construction of the garden would not be like the plan meant that the information given to the Home Buyers was not fair and reliable.

Decision

The claim succeeded in part. The adjudicator directed that the Home Builders should apologise for breach of paragraph 2.1 of the Code and that they should pay compensation of £1,150.00 which the adjudicator found, having considered a number of quotations and estimates submitted by the Home Builders and Home Buyers, would be the cost of rectifying the construction of the garden. The adjudicator ordered payment of £120.00 by way of reimbursement of the registration fee.

Complaint

The Home Buyer asserted that the Home Builder continually pushed back the completion date of the property and that its solicitor frustrated his solicitor's efforts to exchange contracts. The Home Builder then withdrew from the sale in order to resell the property at a higher price than that initially agreed.

The Home Buyer sought: (i) £15,000.00 compensation; (ii), £250.00 for inconvenience and (iii) practical action, namely that the Home Builder sells him a completed property at the agreed price or a contribution to the costs incurred in waiting for the property to be completed and compensation for the loss of equity suffered.

The Home Buyer asserted that the Home Builder breached sections 2 and 3.2 of the Code.

Defence

The Home Builder asserted that there was no attempt to frustrate the process. The reservation period had expired and contracts had not been exchanged.

Findings

The Reservation Agreement was in compliance with section 2 of the Code. The Home Builder breached section 3.2 of the Code. The Home Builder accepted that completion had been delayed, this was due to problems with its contractors.

Decision

The Adjudicator directed that the Home Builder pays the customer £250.00 for inconvenience and reimburses him for the £120.00 case registration fee. No evidence regarding losses suffered had been presented.

Complaint

The Home Buyer complained that the Home Builder did not provide an adequate level of customer service up to completion. Amongst other things he was given incorrect and misleading sales information about the price and availability of upgrades. He did not have full information on which to base an informed decision because he was not told the actual date for legal completion. The Home Buyer was not explicitly told about the Home Builder's processes for dealing with customer complaints, neither were the after sales and customer service procedures explained in detail to him. The Home Builder has not dealt with his complaint in a reasonable time and its senior management was unwilling to engage with him, address all his questions and provide, *'appropriate compensation'*.

Defence

The Home Builder denied liability, on the basis that the Code had been complied with. Estimated anticipated completion dates had been provided and legal completion was not delayed. The Home Buyer had been provided with a priced schedule of upgrades so he knew their cost before paying for them. The Home Builder's approach to customer service pre and post completion reflected the requirements of the Code.

Findings

The adjudicator found that the Home Builder had not breached the Code other than Code 5.1, *'Complaints handling'*. By its own admission the company's senior management had not responded to the Home Buyer's letters of complaint in detail.

Decision

The claim succeeded in part. The adjudicator directed that the Home Builder apologise and pay compensation of £50.00 to the Home Buyer. The Home Buyer's registration fee was also reimbursed.

Complaint

The Home Buyers claimed that the Home Builder did not provide a refund for extra personalisation works that they had requested on a Property.

Defence

The Home Builder did not accept any liability. The Home Builder submits that the sum in question was not a deposit or a reservation fee; it was a payment for extra works on the property to personalise it. It was made very clear to the Home Buyers that these costs were non-refundable.

Findings

There was no evidence that the Home Builder had breached the Code. The payment in question was a partial pre-payment for extra works on the Property which the Home Buyers had requested of the Home Builder. The evidence shows that it was clearly explained to the Home Buyers that this partial pre-payment was non-refundable and would be used to offset the total cost of the requested works.

Decision

The claims were unable to succeed.

Complaint

The Home Buyer alleged that the Home Builders breached part 1.5 of the Code, as a result of incorrect information provided in relation to the dimensions of one of the bedrooms in the property. At no time, did the Home Builders advise that the information provided was incorrect. The Home Buyer submitted that she had relied upon the dimensions as advertised in the Home Builders' brochure and had an expectation for the room in question to fit a double bed. However, it was later discovered that the dimensions were smaller than advertised. As a consequence, the Home Buyer requested that the Home Builders convert the garage into a bedroom.

Defence

The Home Builders denied liability of a breach of the Code and submitted that they had changed the dimensions of the property prior to the reservation agreement. Further, the specification of one of the bedrooms was altered in order to improve the overall design. In any event, the Home Builders claimed that the Home Buyer had viewed and accepted the changes at a Post Reservation meeting. It was further submitted that as the overall size of the property had not been affected, because all information had been provided to the Home Buyer and as the amendment did not affect the use of the property, the Home Builders were not liable.

Findings

The Home Builders breached 1.5 and 2.1 of the Code which the adjudicator found had caused the Home Buyer unnecessary inconvenience and stress.

Decision

The adjudicator found that the Home Buyer's claim succeeded in part. The adjudicator directed the Home Builders to pay £250.00 for the inconvenience and stress suffered by the Home Buyer as a result of the breaches of the Code. With respect to the request for the garage to be converted into a bedroom, the adjudicator found the request to be disproportionate to the breaches found. Further, due to a lack of evidence that such action was feasible and within the maximum amounts of compensation available under the Code, the adjudicator was unable to direct that such action be taken. As the claim succeeded in part, the adjudicator directed the Home Builders to reimburse the registration fee to the Home Buyer.

Complaint

The Home Buyer submitted that the Home Builder built a wooden fence around her property rather than the 1.8m high brick wall which was originally agreed, and that the Home Builder did not at any point during the purchase process notify her of the change. She only discovered that the change had been made during a site visit a few days prior to completion.

Defence

The Home Builder stated that the Home Buyer first raised the issue pre-completion and it was explained at that time that as the Home Buyer had reserved off-plan and early in the sales process, the external works drawings were not in a final approved form and were subject to change. The Home Builder stated that any change to the boundary treatment was made in accordance with its sales contract.

Findings

The adjudicator found that any claims for breach of contract could not be considered under the Code. The Home Builder had made the change to the plans for the boundary treatment prior to the exchange of contracts. However, there was no evidence to show that the change was ever notified to the Home Buyer any time before or after exchange. The adjudicator found that the Home Builder had breached sections 1.1, 1.3, 2.1 and 3.1 of the Code.

Decision

The claim succeeded. The adjudicator directed that the Home Builder should build the brick wall originally agreed. The adjudicator also found that the Home Buyer was entitled to £250.00 compensation for inconvenience. The Home Buyer's registration fee of £120.00 was reimbursed.

Complaint

The Home Buyer alleged that there was a delay with completion, there were outstanding works and defects at completion, that the Home Builders did not inform her that a management company would have to be set up at reservation, that she was not shown how to work the appliances or told who to contact for problems at completion and that there were less fitted wardrobes in the Home than indicated in the plans.

The Home Buyer sought £4526.00 in compensation plus £250.00 for inconvenience and for the Home Builders to take a practical action (unspecified) and a written apology.

Defence

The Home Builders asserted that they had tried to resolve the complaint by agreeing to undertake remedial works to the Home and had acted reasonably in doing so. The Home Builders asserted that there were no breaches of the Code in relation to the fitted wardrobes, the management company and its after-sales services provided. The Home Builders admitted there was a delay with completion however the Home Buyer had chosen to proceed and they agreed extra works in lieu of the delay.

Findings

The complaint regarding works in the specification that were not provided either adequately or at all and the faulty alarm were found to be outside of the scope as they either concerned an alleged defect/snagging which do not directly relate to any clause under the Code or related to an agreement for extra work. However it was found that the Home Builders breached clauses 2.1, 2.6, 3.1, 3.2, 4.1 and 5.1 of the Code as they: did not inform the Home Buyer at reservation that a management company would have to be set up; supplied less fitted wardrobes than in the plans; delayed with completion of the Home and; failed to have an appropriate after-sales service or system and procedure in place for receiving, handling and resolving the Home Buyer's complaints.

Decision

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyer £1212.00 in compensation for storage costs incurred and costs for an extra wardrobe and the fitting of it as a result of the breaches of the Code and £250.00 in compensation for inconvenience. As a proportion of the remedies requested had been substantiated, it was found that the Home Builders were liable to refund the Home Buyer's registration fee.

Complaint

The Home Buyers claimed that the Home Builder had breached section 1.2, 1.3 and 1.4 of the Code. The Home Buyers sought an apology, an explanation, compensation to complete works, compensation in the sum of £3000.00 and compensation for inconvenience in the sum of £250.00.

Defence

The Home Builder did not accept any liability. The Home Builder submitted that it had complied with all elements of the Code.

Findings

There was no evidence that the Home Builder had in fact breached the sections of the Code as highlighted by the Home Buyers. To the contrary, the evidence provided illustrated that the Home Builder was compliant with the Code. Sections 1.2, 1.3 and 1.4 of the Code require the Home Builder to have suitable systems and procedures in place to meet their commitments to the Code, to provide suitable training to their staff and to make the Code readily available. There was no evidence that the Home Builder had failed to meet these requirements.

Decision

The claims were unable to succeed.

Complaint

The Home Buyer's claim concerned a boundary wall. The Home Buyer submitted that the wall is the responsibility of his neighbour but has been constructed wholly on his property by the Home Builder. The Home Buyer stated that the wall encroaches 300mm onto his property for the entire length of the rear garden. The Home Buyer also raised a complaint about Home Builder's complaints procedure or lack thereof.

Defence

The Home Builder did not submit a Defence.

Findings

The adjudicator found that the boundary wall issue did not relate to any obligation on the Home Builder under the Code and such boundary disputes fell outside the scope of the Scheme. However, the adjudicator also found that a copy of the Home Builder's complaints procedure, if it exists, has never been provided to the Home Buyer in breach of section 5.1 of the Code.

Decision

The claim succeeded in part. The adjudicator found that the Home Buyer was entitled to £250.00 compensation for inconvenience. The Home Buyer's registration fee of £120.00 was reimbursed.

Complaint

The Home Buyer's claim is that she agreed with the Home Builders and paid for the fitment of, among other items, a shower and 3 additional TV aerial points, extras which were recorded on the Customer Choices Form. The Home Builders later refused to provide these. The Home Buyer was misled and was not given truthful information, contrary to the Code. She sought an apology; an explanation; practical action to be taken to fit a shower and aerial points at the Home; or payment of £1,800.00 in compensation for non-provision of the above and for upset caused; and payment of £250.00 for inconvenience

Defence

The Home Builders agreed that the Home Buyer had requested these extras and had paid for them, but said that she should have made payment within 2 days from the date of request. She had not made payment until 7 days after requesting them and was therefore too late.

Findings

The adjudicator found that the Home Builders had not told the Home Buyer that she needed to make payment within 2 days but had said that she could make payment within 7 days. As the Home Builders did not intend to include extras if the Home Buyer did not pay for these within 2 days, their conduct was misleading and contrary to paragraph 1.5 of the Code. The pre-purchase information was also inaccurate contrary to paragraph 2.1 of the Code. The Customer Choices Form and associated conduct by the Home Builders was not clear and fair and was contrary to the Consumer Rights Act 2015 such that the Home Builders have breached requirement 3.1 under the Code.

Decision

The claim succeeded in part. The adjudicator directed that the Home Builders should apologise for failing to fit a shower and 3 aerial points as referred to in manuscript annotations to the Customer Choices Form; and should take practical action to install those extras at the Home. Because the Home Buyer would not take possession of the home until after the work could be done, the compensation for inconvenience was limited to the sum of £65.00 and a sum of £120.00 by way of reimbursement of the registration fee.

Complaint

The Home Buyer claim is that, contrary to paragraphs 2.1, 2.6 and 3.2 of the Consumer Code for Home Builders, the Home Builders erected a lamppost in the corner of his garden after the Home Buyer had taken possession of the Property and without any warning.

The Home Buyer sought an explanation, and required that the company should take practical action (a) to make arrangements to move the lamppost; and (b) to inform future purchasers in circumstances where they will be affected by street lighting.

Defence

The Home Builders argued that the Home Buyer had been advised and shown plans before he signed the Reservation Agreement making clear that a lamppost would be erected in that spot as part of the construction of the development.

Findings

The adjudicator found that it was more probable than not that the Home Builders did not show the Home Buyer plans which fairly and reliably explained to him that his garden would contain a lamppost and they carried out the works after handover without warning. The Home Builders were in breach of paragraphs 2.1 and 3.2 of the Code. Informing future purchasers was a remedy which was outside the scope of the Scheme.

Decision

The claim succeeded. The adjudicator directed the Home Builders to take action to request the Council to permit the amendment of the scheme design to enable a column re-site and, if such amendment were to be permitted, to remove the lamppost from the Home Buyer's garden; and to give an explanation to the Home Buyer of the process undertaken by the Home Builders to obtain and carry out such permission, including any information and reasons given to the Home Builders for the grant or refusal of permission; and to pay the Home Buyer the sum of £120.00 in order to reimburse his registration fee.

Complaint

The Home Buyer asserted that an electric shower was installed in the en-suite room despite the fact that the property specifications provided for a thermostatic shower. Other properties built before the Home Buyer's had also had the change made, yet the property specifications still provided for a thermostatic shower. No notice was given of the change to the specification. The property was not built to the advertised quality; it was handed over with a large number of snagging items. The Home Buyer's complaints were not investigated. The Home Buyer sought compensation in the sum of £3,429.56 (including £250.00 for inconvenience). Practical action, specifically (1) to pay for the installation of a thermostatic shower and (2) an explanation as to why the Home Builder considered the property to be complete and how it was handed over with many snagging items. The Home Buyer also sought reimbursing for her time in producing the snag list, an explanation and an apology.

Defence

The Home Builder's contractor went into administration which caused problems. The Home Builder accepts that the condition of the Property on handover did not meet the required standard and that communications with the Home Buyer could have been better, however in order to minimise delays in handover completion took place with more snagging items than the Home Builder would have liked. The Home Builder has worked with the Home Buyer to address the snagging items. The Home Builder acknowledges that the shower provided did not meet the original specification. The change was on the advice of the Home Builder's contractors as representing the best solution to ensure no loss of pressure is experienced if mains water is used at the same time as the en-suite shower. The Home Builder reserves the right to make amendments to the specifications. The Home Buyer offered to make a contribution of £1,500.00 towards a new shower installation. It acknowledges that the Home Buyer has been put to time and trouble in producing a snag list and admits this element of the claim. In respect of the discretionary award for inconvenience, the Home Builder accepted that there were delays and difficulties and that it failed to meet the required standards of customer service and that the Home Buyer suffered inconvenience as a result. However, in acknowledgement of this and as a gesture of goodwill, the Home Builder has provided the Home Buyer with additional items not included in the specification or contract

Findings

The Home Builder breached sections 1.5, 3.1 and 5.1 of the Code. The Home Builder: by not altering the specifications to reflect the fact that thermostatic showers were not being installed in the en-suite rooms, especially given the fact that a previous phase of the development had been built not according to the specifications; and, by not informing the Home Buyer of the change, breached sections 1.5 and 3.1 of the Code. In addition, the Home Builder did not appear to have conducted any investigation or answered the request of the Home Buyer regarding comparison of snagging lists. The change to the shower is a minor one and whilst under Section 3.1 of the Code, notice needs to be given to the Home Buyer, there is no requirement that the Home Buyer has to agree to the change. Complaints of snagging, poor workmanship or defects, do not directly relate to a breach of the Code and therefore could not be considered.

Decision

The Adjudicator directed that the Home Builder pay the Home Buyer £250.00 compensation for inconvenience and reimburses her for the £120.00 case registration fee and offers a written apology.

Complaint

The Home Buyer's claim is that she was not advised, prior to agreeing to purchase the home, that the infrastructure which required to be constructed under the road in order to allow a telephone connection to be made to her home would not be in place and that the date when this could be provided was unknown.

Defence

The Home Builder's position is that it has not committed any breach of the Consumer Code for Home Builders (the "Code") and that connection of the telephone line to the property is a matter for BT Openreach and not the Home Builder.

Findings

It was found that there was a breach of Part 3.2 of the Code. This was on the basis that the issue raised related to the completion of the infrastructure which required to be constructed under the road in order to allow a telephone connection to be made to the home. No evidence was provided to the effect that the Home Buyer was provided with information at handover related to the arrangements to complete this work. This is analogous to the sort of issues described within the Guidance to the Code which the Home Builder ought to have notified to the Home Buyer. The Home Builder should have explained to the Home Buyer the arrangements to complete the outstanding work, and failed to do so. Therefore there was found to be a breach of this part of the Code. However, no evidence of loss having been suffered by the Home Buyer was provided. On this basis no financial award was made. In relation to the claim for compensation for inconvenience, it was found that the Home Builder handled the complaint in a timely manner and gave a full and clear explanation of its position. Therefore, no award was made in respect of compensation for inconvenience.

Decision

The Home Builder breached part 3.2 of the Code. However, the reasons given by the Home Buyer were not sufficient to justify the remedy sought by her. The Home Builder was ordered to reimburse the Home Buyer the sum of £120.00 to cover the cost of the case registration fee.

Complaint

The Home Buyer alleged that the Home Builder breached various part of the Code causing him to suffer losses.

The Home Buyer sought that the Home Builders provide an apology; an explanation; take action to ensure that any work undertaken is carried out by the finest craftsmen; pay compensation of £15,000 plus £250.00 for inconvenience.

Defence

The Home Builder denied liability. It made no settlement offer.

Findings

The Home Buyer proved breaches of parts 1.1, 1.2, 2.1, 2.6, 3.1, and 5.1 of the Code which warranted an apology and the full sum claimed for inconvenience. However, the majority of the allegations made were regarding defects or poor workmanship which were not covered by the Code. Therefore the remedies claimed in regards to these matters could not be considered.

Decision

The adjudicator found that the claim succeeded in part.

The Home Builder was directed to provide an apology and pay compensation for inconvenience in the sum of £250.00.

The Home Buyer's registration fee was not reimbursed.

Complaint

The Home Buyer stated that when they moved into the new property they noticed the bay window was 180mm smaller than other similar houses on the site. They referred the problem to the Home Builder who did not do anything. The Home Buyer was shocked that no manager from the Home Builder has visited them to discuss the complaint. The Home Buyer sought an apology, '*Action to rectify the window or compensation*', £15,000.00 to cover the cost of putting right the matters complained of and £250.00 for inconvenience.

Defence

The Home Builder has not submitted a response to the Home Buyer's claim. However, from the correspondence between the parties it was apparent that the Home Builder had denied liability.

Findings

The adjudicator found that there was some evidence of poor customer service and complaint handling by the Home Builder in breach of both Code 1.3 and 5.1, in particular, a failure to deal with the complaint in a reasonable time. The Home Builder provided no evidence that it had in place the necessary documentation and procedures to satisfy and comply with Code 1.3 and 5.1. The Home Builder had breached the requirement of Code 1.3 and 1.5.

Decision

The claim succeeded in part. The Home Builder was directed to apologise and pay £250.00 compensation to the Home Buyer. The Home Buyer's registration fee was reimbursed.

Complaint

The Home Buyer alleged that the render to the external wall was discoloured and that Home Builders had failed to remedy this issue as promised. The Home Builders did not respond to his complaints in writing. The Home Buyer sought compensation of £15,000.00, £250.00 for inconvenience and for the Home Builders to take the action “re-spray the render”.

Defence

The Home Builders denied that the render was defective and claimed that it had discoloured due to it being susceptible to weathering. Further, they submit that they had acted in accordance with the requirements under the Code when dealing with the Home Buyer’s complaint. The Home Builders made no offer to settle the claim.

Findings

The complaint regarding discolouration to the render was found to be outside of the scope as it concerned an alleged defect or poor workmanship which does not directly relate to any clause under the Code. However it was found that the Home Builders breached clause 5.1 of the Code as they failed to have an appropriate system and procedure in place for receiving, handling and resolving the Home Buyer’s complaint.

Decision

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyer £250.00 in compensation for inconvenience. As the majority of the remedies requested had not been substantiated the Home Builders were not liable to refund the Home Buyer’s registration fee.

Complaint

The Home Buyer submitted that the Home Builder breached section 2.1 of the Code. The Home Buyer submitted that the Home Builder failed to provide him with sufficient pre-purchase information to make an informed purchase decision. Specifically, the Home Buyer submitted that the Home Builder did not show him that the Property would be weather-boarded in white weather boarding and he was expecting the exterior of the Property to be tiled. The Home Buyer made a claim for a new property to be built for him, compensation in the sum of £15000.00 and compensation in the amount of £120.00 for inconvenience.

Defence

The Home Builder did not accept any liability. The Home Builder submitted that at time the Reservation Agreement was signed by the Home Buyer, it showed him the plans to the Property which illustrated the white weather boarding. However, it submits that the initial advertising material provided to the Home Buyer did show a tiled exterior. The Home Builder offered to cancel the Property sale and refund the Home Buyer fully. However, the Home Buyer opted to proceed with the purchase of the Property.

Findings

The Code element in question was 2.1 (pre-purchase information). The Adjudicator found that there was no evidence that the pre-purchase information provided to the Home Buyer included plans showing that the exterior of the Property would be weather-boarded in white weather boarding. All the initial advertising material provided to the Home Buyer showed a tiled exterior (as accepted by the Home Builder). Consequently, the Adjudicator concluded that the Home Builder had breached section 2.1 of the Code by not providing sufficient pre-purchase information to make an informed purchase decision.

Decision

The case succeeded in part. The Home Buyer had suffered inconvenience as a result of the Home Builder's breach of the Code and thus the Home Buyer's claim for £120.00 succeeded in full. However, in relation to the remaining claims (£15000.00 for compensation and for the Home builder to build a new Property for the Home Buyer), there was no evidence that the Home Buyer had suffered any actual loss as a result of the appearance of the Property's exterior. Furthermore, the Home Buyer opted to proceed with the purchase despite the Home Builder offering to cancel the sale and refund him fully.

Complaint

The Home Buyers asserted that the Home Builder failed to install railings on their boundary wall in accordance with the contract for sale and planning approvals obtained. The Home Buyers sought compensation in the sum of £5,244.00 (including £250.00 for inconvenience) and practical action, specifically: (1) the installation of railings within one month, or alternatively (2) the costs of having them installed.

Defence

The Home Builder asserted that it was never its intention to install railings. As a goodwill gesture, the Home Builder was prepared to offer a contribution of £2,500.00 towards the installation, payable upon completion and subject to certain conditions.

Findings

The Home Builder breached sections 1.3, 1.5 and 2.1 of the Code. The Home Builder failed to have suitable systems and procedures in place to ensure it could reliably and accurately meet the commitments on service procedures and information in the Code and the Home Builder failed to provide sufficiently clear or reliable information to the Home Buyers.

Decision

The Adjudicator directed that the Home Builder installs railings on the Home Buyers' side garden boundary in accordance with the approved planning drawings and that this was to be done within one calendar month from the date of the Home Buyers acceptance of the decision and at no expense to the Home Buyers. He also directed that the Home Builder pay the Home Buyers £250.00 compensation for inconvenience and reimburses them for the £120.00 case registration fee.

Complaint

The Home Buyer alleged that the Home Builders failed to erect a boundary wall in accordance with the plans and title deeds. Further, that they handled his complaint poorly.

The Home Buyer sought that the Home Builders provide an apology; take action either to move the boundary wall to its correct position ensuring the adjoining gardens are landscaped to their original condition or action to provide access to the sectioned off land and compensation for losses; pay compensation in the sum of £9,000.00 and; pay compensation for inconvenience in the sum of £250.00.

Defence

The Home Builders denied liability. They had not made an offer of settlement.

Findings

The relevant parts of the Code were parts 1.5, 2.1 and 5.1. The evidence provided did not support the Home Buyer's position, rather it demonstrated that the Home Builders had constructed a wall in accordance with a published layout. There was no evidence of poor complaint handling.

Decision

The adjudicator found that the claim was unable to succeed. The Home Buyer's registration fee was not reimbursed.

Complaint

The Home Buyer's claim concerned a heat recovery unit, dishwasher and fridge freezer installed in the Property. The Home Buyer submitted that the brands/specifications provided were inferior to that promised.

Defence

The Home Builder did not submit a Defence.

Findings

The Adjudicator found that there was no evidence to show that the Home Builder promised a particular brand/specification for the heat recovery unit prior to the sale. However, the sales brochure showed that the Home Builder stated that a Siemens branded dishwasher and fridge freezer would be provided, and the evidence showed that Home Builder failed to provide these.

Decision

The claim succeeded in part. The adjudicator found that although the sales brochure states that Siemens branded appliances will be provided, no specific model number or value was given for these appliances. The Home Buyer requested specific model numbers of a significantly higher value for these appliances in his request for redress. However, the Home Buyer has not shown that the appliances provided are of a lower specification or lower value to that which should have been provided. Therefore the adjudicator found that no redress could be directed in relation to these appliances. However, the adjudicator found that the Home Buyer was entitled to £250.00 compensation for inconvenience. The Home Builder was also directed to provide an apology and an explanation. The Home Buyer's registration fee of £120.00 was reimbursed.

Complaint

The Home Buyer claimed that the Home Builder breached paragraphs 1.1, 1.3, 3.2, 4.1 and 5.1 of the Consumer Code for Home Builders. He argued that the processes for inspection, rectification and timescale for completion were deficient, that he was given misleading information and that the Home Builders' staff showed resistance to completing tasks in a timely manner, lacked expertise, made false promises, showed a dismissive attitude, were not honest, engaged in "vulgar activities", used the Home Buyer's facilities without permission, damaged and disrespected property and had to be repeatedly reminded. They were also responsible for late delivery of the property for occupation. The Home Buyer said that he had to seek alternative accommodation, lost a substantial amount in interest on the capital prior to parting with his money to the Home Builder, had to pay bills on the property, essentially where the Home Builder's tradesmen have used utilities and left them on, and he had to pay for rental accommodation and its bills.

The Home Buyer sought an apology; practical action, namely a gesture of goodwill to provide a concrete platform and shed and/or for a bins enclosure; making good of interior walls; and acknowledgement of ethical faults to avoid recurrences; Compensation up to £15,000.00 and compensation for inconvenience in the sum of £250.00.

Defence

The Home Builders denied liability on the basis that all complaints had been resolved: one remaining complaint was as to the quality of the paintwork, which the Home Builders considered to be adequate. They argued that none of the matters complained of should have prevented the Home Buyer from moving into the property following completion and denied breach of the Code. They made an open offer to the Home Buyer of £250.00 compensation for inconvenience which it argued was the maximum recoverable sum plus return of the registration fee. The Home Builder further stated that an apology had already been made.

Findings

The adjudicator found that some of the complaints fell outside the Code. In particular, complaints about poor workmanship including the adequacy of the paintwork in the property, the manner of use of the property while work was being completed, "vulgar activities", the use of the Home Buyer's facilities while work was undertaken could only be considered in the context of the paragraphs of the Code. The pre-contractual information supplied by the Home Builders to the Home Buyer said that the Home Builders would aim to resolve within 20 days those snags identified within 10 days of completion on the 10 Day Occupation Purchaser Notification Form. The Home Buyer had identified many snags and these had not been resolved on time. This was a breach of paragraph 3.1 of the Code. It followed that there was also breach of paragraph 1.1 of the Code and The Home Builders had not set out in its submissions the procedures that it had in place to ensure that it had suitable systems and procedures in place to address the requirements of the Code. Moreover, there was no evidence that the Home Builders had referred the Home Buyer to the Code or the steps that Home Buyer might be able to take under this. This was a breach of paragraph 5.1 of the Code. In the light of the adjudicator's findings in respect of paragraph 3.2 of the Code and 5.1 of the Code she found that that it was more probable than not that the Home Builder did not have suitable systems and procedures in place for meeting its commitments on service, procedures and information in the Code which was a breach of paragraph 1.3. No breach was found of paragraph 4.1.

Decision

The claim succeeded in part. The adjudicator directed that the Home Builders should apologise to the Home Buyer for failure to observe the Code; pay the Home Buyer the sum of £250.00 for inconvenience and pay the Home Buyer the further sum of £120.00 in order to reimburse his registration fee.

Complaint

The Home Buyer stated that the drive of the property had been stained and the Home Builder did not carry out either of two previously agreed remedies in a timely way. The Home Buyer was unable to accept a further remedy proposed by the Home Builder as it created other issues, consequently the Home Builder refused to consider any other means to resolve the damage. The Home Buyer then escalated the complaint through the Home Builder's complaints procedure. The Home Buyer believed that the Home Builder refused to investigate the full complaint and provide a response to the issues which had been raised. The Home Buyer sought an apology, an explanation, £185.00 to cover the cost of putting right the matters complained of and £250.00 for inconvenience.

Defence

The Home Builder denied liability, on the basis that the Code had been complied with. The solutions offered to the Home Buyer were, in the view of the Home Builder, suitable to address the issues with the drive although the Home Buyer did not agree with those proposed solutions. The Home Builder emphasised that this should not be taken to suggest that the condition of the drive fell short of the technical standards to which the drive was required to be constructed or that the drive had been damaged to the extent that it no longer met those technical requirements and standards.

Findings

The adjudicator found that the Home Builder had not breached the Code. Code 1.5 had been complied with as the sales and advertising material is clear and truthful. As to Code 1.3, the customer service requirement had been complied with as the Home Builder's customer service staff were appropriately trained and it had in place a complaints procedure. As to Code 5.1, the Home Builder had complied with the three stages of the complaints procedure and had made offers to carry out remedial work to the drive.

Decision

The claim was dismissed. Each party was to bear their own registration fee.

Complaint

The Home Buyers' claim concerned the level of customer service provided by the Home Builder. The Home Buyers also raised issues of poor workmanship and stated that items provided were not fit for purpose.

Defence

The Home Builder accepted liability for some aspects of the Home Buyers' claim.

Findings

The Adjudicator found that Home Builder provided a level of customer service below the standard to be reasonable expected. However, complaints about the quality of workmanship and/or complaints that items are not fit for purpose fell outside the scope of adjudications under CCHBAS and could not be considered.

Decision

The claim succeeded in part. The adjudicator found that no redress could be directed for claims for compensation which related to the Home Buyers' complaints about poor workmanship and/or items which were not fit for purpose. However, the adjudicator found that the Home Buyers were entitled to £250.00 compensation for inconvenience. The Home Builder was also directed to provide an apology and an explanation. The Home Buyer's registration fee of £120.00 was reimbursed.

Complaint

The Home Buyers alleged that the Home Builders failed to advise them of the size of the carport area and of the potential parking difficulties. The Home Buyers claimed that the Home Builders did not bring the measurements of the carport to their attention during the checklist phase. As a consequence, the Home Buyers submitted that they are now prevented from enlarging the size of their family car and will have difficulty in selling their home in the future. Therefore, the Home Buyers in their claim requested that the Home Builders pay compensation in the sum of £15,000.00 in order for the carport area to be changed into an alternative living space. In addition, they claimed £250.00 for the inconvenience and stress suffered.

Defence

The Home Builders in response submitted that they provided information to the Home Buyers in accordance with the Code and that they had no obligation to bring the carport measurements to their “special attention”. Plans and brochures were provided to the Home Buyers prior to the reservation of the Home in compliance with the Code.

Findings

It was accepted that no specific reference or attention was made to the measurements of the carport area. However, it was acknowledged that the Home Builders had provided plans and brochures to the Home Buyers prior to the reservation of the Home in order to help the buyers make an informed decision. The measurements of the carport area were also provided. The adjudicator found that the Home Builders had provided “*appropriate information about the Home*” and therefore had complied with the following parts of the Code, 1.5, 2.1 and 2.6.

Decision

The adjudicator found that the Home Buyers’ claim was unable to succeed. The adjudicator was unable to direct the Home Builders to take the requested action as no breach of the Code had been found. The adjudicator did not direct a reimbursement of the registration fee.

Complaint

The Home Buyer did not make any reference to any alleged breaches of the Code but stated that the Property was not fully completed when he moved in and its construction (partial brick) was not the full brick construction he was expecting.

Defence

The Home Builder did not accept any liability. The Home Builder submitted that the minor snagging issues when the Home Buyer moved in were either resolved or in the process of being resolved. The Home Builder also submitted that the Reservation Agreement (signed by the Home Buyer) clearly detailed the partial brick construction of the Property.

Findings

The Code elements in questions were 2.1 (pre-purchase information) and 4.1 (after-sales service). The Adjudicator found that the pre-purchase information (namely, the Reservation Agreement) was clear about the construction of the Property and did not breach the Code. Furthermore, the Home Builder did have an accessible after-sales service that the Home Buyer was able to fully utilise. Accordingly, there was no breach of the Code.

Decision

The case was unable to succeed. No breaches of the Code were established.

Complaint

The Home Buyer alleged breaches of the parts of the Code as listed above. The Home Buyer also made numerous allegations as to the conduct of the Home Builder including in relation to delays in repairs being carried out, issues regarding quality of work, tarmac/concrete being left in the back garden, outstanding snagging issues, changes in the dimension of the garage, poor communication and not advising of the Code or providing the Premier Guarantee Information Pack.

Defence

The Home Builder stated that it had carried out certain repairs, offered to carry out others and denied responsibility for the remainder. Certain work had been carried out as a goodwill gesture. An explanation was provided as to the delay in handover and apologies had been provided. The Premier Guarantee Information Pack was provided to the Home Buyer's lawyers. The Home Builder acknowledged that its response to certain complaints was slow and offered an apology for that.

Findings

The Home Builders have accepted in their submission that their response to certain complaints was slow. This was found to be a breach of part 4.1 of the Code. Further, the lack of a system and procedures for receiving, handling and resolving home buyers' service calls and complaints was considered to be a breach of part 5.1. As a result, the financial compensation was awarded. No award was made in relation to the various matters concerning alleged defects / snagging as these did not relate to a breach of the Code.

There were found to be breaches of parts 1.2 and 2.3 of the Code related to provision of the Code and warranty cover information. Further, there was found to be a breach of part 3.2 related to provision of information about completion and handover.

In the light of the various breaches found, compensation for inconvenience was awarded as well as a direction for an apology to be provided.

Decision

The claim succeeded in part. The Home Builders were directed to make payment to the Home Buyer of compensation in the sum of £2000; provide the Home Buyer with an apology; make payment to the Home Buyer of compensation for inconvenience in the sum of £250 and refund the Home Buyers' registration fee of £120.

Complaint

The Home Buyer alleged that the Home Builders failed to refund his reservation fee and failed to give him an explanation of the Home warranty cover at reservation. The Home Buyer sought a refund of his reservation fee in the amount of £9000.

Defence

The Home Builders did not submit a defence to the claim.

Findings

It was found that the Home Builders breached clauses 2.1 and 2.6 of the Code as they failed to provide the Home Buyer with an explanation of the Home warranty cover at reservation and failed to refund the reservation fee when the Home Buyer cancelled the reservation agreement.

Decision

The adjudicator found that the claim succeeded in full and that the Home Builders were liable to refund the Home Buyer his reservation fee of £9000 as sought. The Home Buyer was also awarded £120.00 in compensation for inconvenience and his registration fee to be reimbursed by the Home Builders.

Complaint

The Home Buyer alleged that the Home Builders failed to resolve issues in a timely manner. Further, that they had not properly compensated him for fitting an induction hob instead of a gas hob.

The Home Buyer sought that the Home Builders provide an apology; provide an explanation; remove a porch trellis and provide a gas supply to his hob; pay compensation in the sum of £10,000.00 and; pay compensation for inconvenience in the sum of £250.00.

Defence

The Home Builders denied liability. They had not made an offer of settlement.

Findings

The relevant parts of the Code were parts 3.1 and 5.1. The Home Builders were allowed to make minor changes to design and were not obliged to offer compensation in respect of the hob. The agreement to fit a porch trellis was an agreement for extra work and outside the scope of the Code. The evidence demonstrated that complaints had been handled properly.

Decision

The adjudicator found that the claim was unable to succeed. The Home Buyer's registration fee was not reimbursed.

Complaint

The Home Buyer claimed that the Home Builder refused to refund her Reservation Agreement fee when a purchase of a Property was cancelled. The Home Buyer did not refer to any section of the Code. The Home Buyer claimed £2000.00 as a refund for the reservation fee and £615.00 for solicitor's fees.

Defence

The Home Builder did not accept any liability. The Home Builder submitted that the Reservation Agreement expressly stated that the reservation fee was non refundable.

Findings

The Home Builder was in breach of section 2.6 of the Code. The Reservation Agreement did not detail any reasonable or genuine costs that were to be deducted from the reservation fee. The Reservation Agreement merely stated that the fee was non refundable.

Decision

The case succeeded in part. The Home Buyer was awarded £2000.00 as a refund for the reservation fee and £120.00 for the adjudication registration fee. There were no grounds to award the £615.00 solicitor's fees.

Complaint

The Home Buyer alleged that the Home Builders unreasonably delayed with completion of the Home and that he was not told of his right to terminate the sales agreement. The Home Buyer submits he incurred significant costs as a result and sought compensation for these losses in the amount of £6203.29.

Defence

The Home Builders asserted that they kept the Home Buyer informed about the delay with the construction and legal completion of the Home and that he was aware at the date contracts were exchanged that the anticipated completion date had been put back 4 months. The Home Builders submitted that further delays with completion of the Home were due to factors beyond their control. No offer of settlement was made by the Home Builders.

Findings

It was found that the Home Builders breached clauses 3.2 & 3.3 of the Code as they failed to provide reliable and realistic information about when the construction of the Home may be finished, the date of Legal Completion, and the date for handover of the Home and they failed to inform the Home Buyer that he had a right to terminate the sale agreement due to the unreasonable delay in finishing the construction of the Home and serving the notice to complete.

Decision

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyer £5917.17 for his reasonable losses incurred as a result of breaches of the Code. The Home Buyers were also awarded £250.00 for inconvenience and his registration fee was reimbursed and the Home Builder was directed to provide an apology as sought.

Complaint

The Home Buyers alleged that the Home Builders failed to advise them that a play park would be installed in front of their Property and handled their complaint poorly. They alleged breaches of the Code under parts 1.2, 1.5, 2.1, 2.6, and 5.1.

The Home Buyers sought that the Home Builders pay compensation in the sum of £15,000.00 and; pay compensation for inconvenience in the sum of £250.00.

Defence

The Home Builders denied liability. It had not made an offer of settlement.

Findings

The Home Builders breached parts 5.1 of the Code as they failed to deal with complaints in a reasonable timeframe. This caused minor inconvenience but it did not directly cause any financial losses. The remainder of the allegations were not proven.

Decision

The adjudicator found that the claim succeeded in part. The Home Builders were directed to pay the Home Buyers compensation for inconvenience in the sum of £100.00. The Home Buyers' registration fee was not reimbursed.

The Home Builder has not breached its obligations under the Code.

Complaint

The Home Buyer's claim concerned an MVHR ventilation system installed in the Property. The Home Buyer submitted that the Home Builder failed to fit the MVHR system stated in the owner's manual and that the MVHR system that had been fitted was inferior in terms of its technical characteristics and commercial value.

Defence

The Home Builder accepted that the ventilation system was installed in the Property was not the system stated in the owner's manual. It also accepted that the Home Buyer suffered issues with the ventilation system installed, but stated that this was due to the incorrect commissioning of the system rather than the choice of the system itself. Further, it submitted that the owner's manual was provided to the Home Buyer post-completion and after he had purchased the Property.

Findings

The Adjudicator found that the claim that the Home Builder failed to fit the MVHR system stated in the owner's manual and that the MVHR system that has been fitted is inferior in terms of its technical characteristics and commercial value did not relate to any obligation on the Home Builder under the Code.

Decision

The adjudicator found that the claim was unable to succeed. The Home Buyer's registration fee of £120.00 was not reimbursed.

Complaint

The Home Buyers alleged that the Reservation agreement had been cancelled. As a consequence, the Home Builders were obliged to refund the fee paid for the reservation “minus any legal fees”. However, despite numerous attempts being made by the Home Buyers, the Home Builders failed to provide a reimbursement.

Defence

The Home Builders apologised in their defence for any inconvenience caused to the Home Buyers. In their response they stated that the Home Buyer is due a payment of £400.00 after the deduction of £600.00 representing the costs incurred for the termination of the Reservation agreement.

Findings

The Home Builders breached parts 2.6, 5.1 and 5.2 of the Code which the adjudicator had found caused the Home Buyer unnecessary inconvenience and stress. The adjudicator was satisfied that the Home Builders had failed to respond to the Home Buyer’s requests for a refund within a reasonable timeframe and had failed to communicate with professionals appointed by the Home Buyer. With respect to the outstanding sum, in accordance with the Code, the adjudicator found that the Home Builders were entitled to deduct reasonable and genuine costs incurred in processing and holding the reservation. Based on the evidence provided by the Home Builders, the adjudicator found that the sum of £480.00 was deductible from the reservation fee.

Decision

The adjudicator found that the Home Buyer’s claim succeeded in part. The adjudicator directed the Home Builders to pay £250.00 for the inconvenience and stress suffered by the Home Buyer as a result of the breaches. However, the adjudicator found that the Home Buyer had not substantiated the claim for the entire sum of £1,000. The adjudicator, based on the evidence provided and the parties’ submissions, accepted that the Home Buyer had suffered stress and inconvenience as a result of the breaches. The adjudicator directed the Home Builders to pay compensation in the sum of £770.00, an apology, an explanation and a reimbursement of the registration fee paid by the Home Buyer.

Complaint

The Home Buyers claimed that the Home Builder incorrectly cancelled their first reservation agreement. The Home Buyers allege that this was a breach of section 2.6 of the Code. The Home Buyers claimed an apology, for the Home Builders to provide them with 'most favoured nation' treatment on a new development, compensation in the range of £4600 to £15000 and compensation for inconvenience in the sum of £250.

Defence

The Home Builder did not accept any liability. The Home Builder submitted that the first reservation agreement was cancelled as the Home Buyers entered into another reservation agreement for a different property.

Findings

There was no evidence that the Home Buyers had ever expressly requested the cancellation of the first reservation agreement. Accordingly, the Home Builder had unilaterally cancelled the reservation agreement in breach of section 2.6 of the Code.

Decision

The case succeeded in part. The Home Buyers had experienced stress and inconvenience as a result of the Home Builder's actions and therefore the sum of £250 was awarded. Furthermore, in light of the established breach, the Home Buyers were also awarded the £120.00 adjudication registration fee. Issues outside the remit of the scheme were not considered.

Complaint

The Home Buyers alleged that the Home Builders did not provide clear and truthful advertising material regarding the use of the green space in front of the Home and that the information was not fair and reliable. Further the Home Builders did not provide enough pre-purchase information to help them make a suitably informed purchasing decision. The Home Buyers alleged breaches of sections 1.5 and 2.1 of the Code by the Home Builders.

Defence

The Home Builders denied breaching requirements of the Consumer Code for Home Builders. No offer of settlement was made by the Home Builders.

Findings

The adjudicator found there was insufficient evidence of the Home Builders producing unclear or untruthful sales and advertising material in relation to the Home in breach of section 1.5. Further there was insufficient evidence of the Home Builders failing to provide enough pre-purchase information to help the Home Buyers make a suitably informed purchasing decision, in breach of section 2.1 of the Code.

Decision

The adjudicator found that the claim did not succeed and the Home Builders were not liable to provide any of the remedies requested.

The Home Builder has breached section 2.1 and 3.1 of the Code

Complaint

The Home Buyer has raised a number of issues about the Property and the development. The Home Buyer stated that there was a black window in the master bedroom which was not mentioned to him or detailed in the sales or marketing brochure; and that the kitchen configuration was not as shown in the sales or marketing brochure.

The Home Buyer also raised a complaint about customer service; property valuation discrepancies; and safety and security.

Defence

The Home Builder did not submit a Defence.

Findings

There was no evidence that the Home Builder made the Home Buyer aware of the existence of the black window prior to the purchase of the Property. Photographic evidence also confirmed that the kitchen is configured differently to that shown in the plans for the Property.

However, the Home Buyer did not clearly set out his claim in relation to customer service or provided any substantive evidence to support his submissions.

Further, the Home Buyer's complaints about property valuation and safety and security fell outside the scope of the Scheme.

Decision

The adjudicator found that the claim succeeded in part. The adjudicator directed that the Home Builder pay the Home Buyer £250.00 for inconvenience. The adjudicator also directed that the Home Builder provide the Home Buyer with a written apology.

The Home Buyer's registration fee of £120.00 was also reimbursed.

Complaint

The Home Buyers claimed that the Home Builder breached various sections of the Code and as a result the Property was not delivered as expected. The Home Buyers claimed compensation for the costs of changing the Property to the expected specifications. The Home Buyers also submit that the Home Builder did not provide an accessible after sales service.

Defence

The Home Builder did not accept any liability. The Home Builder submitted that it strictly adhered to the Code and the evidence provided proves this.

Findings

The evidence provided by the parties showed that the Home Builder had adhered to the Code, with the exception of one element relating to s1.5 and s2.1 of the Code where the Home Builder had failed to provide clear material and enough pre-purchase information to help the Home Buyers make an informed decision.

Decision

The Home Buyers were entitled to recover the loss suffered as a result of the Home Builder's breaches of the Code.

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Complaint

The Home Buyer alleged that the Home Builder did not provide the garden as advertised, that there was no handover and, that it and took a long time to rectify snagging issues

The Home Buyer sought that the Home Builder provide an apology; provide an explanation as to why he was not advised that steps would be put into the garden; pay compensation in the sum of £15,000.00 and; pay compensation for inconvenience in the sum of £250.00.

Defence

The Home Builder denied liability. It had not made an offer of settlement.

Findings

The Home Builder breached parts 1.5, 2.1, 3.1 and 5.1 of the Code. The failure to provide accurate information about the garden and the delay in dealing with complaints caused inconvenience but it did not directly cause any financial losses.

Decision

The adjudicator found that the claim succeeded in part.

The Home Builder was directed to provide the Home Buyer with an apology and pay the Home Buyer compensation for inconvenience in the sum of £250.00.

The Home Buyer's registration fee was not reimbursed.

Complaint

The Home Buyers claimed that the Home Builder failed to disclose important information about the property at the pre-purchase stage which resulted in the cancellation of the purchase. The Home Buyers sought a refund of the reservation fee but the Home Builders refused stating that the reservation document expressly stated “£zero” would be returned in the event that a sale does not occur.

Defence

The Home Builder did not accept any liability. The Home Builder submitted that its Sales Agent remembers telling the Home Buyers about the important information relating to the property. The Home Builder also submitted that the reservation agreement expressly states “£zero” would be returned in the event that a sale does not occur. Accordingly, it did not return any of the reservation fee to the Home Buyers.

Findings

There was no substantive evidence that the Home Builder had correctly advised the Home Buyers about the important information relating to the property allowing them to make an informed decision. This was a breach of the Code. Furthermore, the reservation agreement only stated that “£zero” would be returned to the Home Buyers if they did not proceed with the purchase. The reservation agreement did not set out any details of the legitimate costs that the Home Builder would seek to recover from the reservation fee. This was a breach of the Code.

Decision

The adjudicator succeeded in full.

Complaint

The Home Buyer alleged that the Home Builder had failed to provide an after sales service.

The Home Buyer sought that the Home Builder provide an apology and pay compensation in the sum of £3,000.00.

Defence

The Home Builder did not submit a defence. It had not made an offer of settlement.

Findings

The Home Builder breached parts 3.2 and 4.1 of the Code. The failure to carry out a proper handover caused the Home Buyer to incur costs which were recoverable. The failure to provide an accessible after sales service caused inconvenience but did not directly cause any financial losses. The losses claimed were largely the result of snagging issues. They did not relate to a breach of the Code and were not recoverable.

Decision

The adjudicator found that the claim succeeded in part.

The Home Builder was directed to provide the Home Buyer with an apology and pay the Home Buyer compensation in the sum of £100.00.

The Home Buyer's registration fee was not reimbursed.

Complaint

The Home Buyer stated that he paid the Home Builder a deposit for the property. However, despite an assurance that once the deposit had been paid the property would be taken off the market, the Home Builder continued to market the property. He therefore cancelled the Reservation but the Home Builder has not refunded the deposit.

The Home Buyer also stated that Home Builder failed to inform him of its complaints procedure.

Defence

The Home Builder stated that once the deposit payment was received, its agents were instructed to take the property off the market and the Home Buyer was also informed that the deposit was non-refundable.

Findings

The evidence showed that the Home Builder continued to market the property after the Reservation Agreement had been entered into. The evidence also confirmed that the Home Buyer had cancelled the Reservation. In accordance with the Code, the Home Builder was obliged to return the Reservation Fee to the Home Buyer, less any reasonable expenses for processing and holding the Reservation. No evidence had been submitted to show that the Home Builder incurred any reasonable expenses for processing and holding the Reservation and was entitled to withhold any part of the Reservation Fee. The Home Builder was therefore liable to reimburse the Reservation fee in full.

In breach of the Code, there was also no evidence to show that the Home Builder has a system and procedures for dealing with complaints and that the Home Buyer was informed of this system and procedures.

Decision

The adjudicator found that the claim succeeded in part. The adjudicator directed that the Home Builder reimburse the Home Buyer the Reservation fee and pay the Home Buyer £250.00 for inconvenience. The adjudicator also directed that the Home Builder provide the Home Buyer with a written apology.

The Home Buyer's registration fee of £120.00 was also reimbursed.

Complaint

The Home Buyers alleged that the Home Builders failed to build the external wall to specification as they used a different type of brick from the damp proof course to the roof resulting in the wall being built in two types of bricks. The Home Buyers also claimed that the Home Builders did not make them aware of or provide them with the Consumer Code for Builders. The Home Buyers requested that the Home Builders pay £15,000.00 in compensation and pay £250.00 for the inconvenience suffered.

Defence

The Home Builders submitted that it made the Home Buyers aware of the necessity to alter the type of brick used for the front external wall due to the industry suffering a major shortage of clay type housing bricks, however the replacement brick closely resembled the original. No offer of settlement had been previously made by the Home Builders.

Findings

The Home Builders breached clause 3.1 of the Code as the change in the type of brick used constitutes a minor change which they did not inform the Home Buyers of. The Home Builders also breached clause 2.1 of the Code as it was accepted that the Code document was not displayed or made available to the Home Buyers.

Decision

The adjudicator found that the claim succeeded in part. Whilst the nature of the breaches did not entitle the Home Buyers to compensation, it was directed that the Home Builder take action to tint the bricks in accordance with its offer. The Home Buyers were awarded £250.00 for inconvenience and their registration fee was reimbursed.