

## **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 1 – January 2013 - 117120018**

#### **Complaint**

The Home Buyer submitted that due to various circumstances, a meeting with the Home Builders to agree additional extras never took place. The Home Buyer stated that he had always made it clear to the Home Builders that he was reluctant to sign the missives until he had been given the costs for the additional extras, in the absence of which he therefore reluctantly agreed to give up the plot.

#### **Defence**

The Home Builders refuted the Home Buyer's Claim. The Home Builders submitted that the Reservation fee was not refunded as all sales materials clearly stated the refund terms and conditions, and that the Reservation and missive period were not subject to the Home Buyer receiving confirmation prior to concluding missives of the additional extras and alterations.

#### **Finding**

The Adjudicator found that the claim succeeded in full. The Home Builders' refund policy did not adhere to the Code.

#### **Decision**

The Adjudicator awarded the Home Buyer £700.00 comprising of: £500.00 in reimbursement of the Reservation fee; £120.00 to cover the cost of the Home Buyer's case registration fee; and £80.00 for the inconvenience caused by the Home Builders' failure to adhere to the Code.

## Adjudication Case 2 – February 2013 - 117130001

### Complaint

The Home Buyer submitted that the Home Builders used underhanded tactics surrounding the part exchange of his home, there were a lot of remedial works to be carried out on the Property once it was purchased and a lamp post was placed on the Home Buyer's property without permission. The Home Buyer submitted that the Home Builders did not respond adequately to his complaints. The Home Buyer sought £11149.00, an apology, an explanation, a refund and £250.00 for inconvenience.

### Defence

The Home Builders denied that they used underhanded tactics and submitted that remedial works had been carried out at no cost to the customer. Furthermore, the Home Builders submitted that the Lamp post issue is not within the remit of CCHBAS.

### Finding

Adjudicator found that the claim did not succeed. The evidence provided did not substantiate the Home Buyer's assertion of any underhanded tactics used by the Home Builders. The remedial works were carried out in accordance with the Code and the placement of the lamp post was not a breach of the Code.

### Decision

No breach of the Code was found to have taken place.

## Adjudication Case 3 – May 2013 - 117130002

### Complaint

The Home Buyer asserted that the Home Builders had significantly varied the specification of the patio doors without notice or agreement and that this had affected the property value. The Home Buyer sought replacement doors and compensation in the sum of £5110.00.

### Defence

The Home Builders denied liability.

### Finding

Adjudicator found the claim was unable to succeed.

### Decision

The variation to the patio doors was minor and the Home Buyer had not proven this had affected the property value. The Home Builders should have notified the Home Buyer of the change but did not need his agreement to proceed. As the Home Builders could have proceeded with or without agreement no loss had been suffered as a result of the failure to give notice and therefore the claim was unable to succeed.

## Adjudication Case 4 – April 2013 - 117130003

### Complaint

The Home Buyer alleged that the Home Builders misrepresented the Service Charge estimate presented in their pre-purchase information. The Home Buyer sought to be provided with £15,000.00 for her ongoing losses over 25 years, being the period of a typical mortgage.

### Defence

The Home Builders denied it misrepresented the Service Charge estimate provided in their pre-purchase information.

### Finding

Adjudicator found that the claim succeeded in part. The evidence provided showed that the Service Charge estimate presented in pre-purchase information did not provide sufficient information about the additional costs that ought to have been reasonably included by the Home Builders, in breach of the Code.

### Decision

Adjudicator awarded the Home Buyer £2703.60 based on the extra the Home Buyer was likely to pay over a timeframe of 5 years and was the difference between the Service Charge estimate as provided in the pre-sales information and the actual service amount. Recoverable costs were limited to a period of 5 years as this was found to be a more likely timeframe to spend in one property.

## Adjudication Case 5 – May 2013 - 117130005

### Complaint

The Home Buyer submitted that the Home Builders failed to construct a gated entranceway to the property in accordance with the approved plan. This has affected the approach angle of the driveway and made it impossible to drive a 4x4 vehicle onto the Property. The Home Buyer sought compensation in the sum of £11932.53.

### Defence

The Home Builders submitted that the Home Buyer requested the change to be made to the gated entranceway of the property. The Home Builders submitted that they informed the Home Buyer that the gate would have to be reduced in width, and they produced a technical drawing showing this, which the Home Buyer accepted.

### Finding

Adjudicator found that the claim succeeded in part. It was not in dispute that the Home Buyer requested a change to be made to the gate. However, no evidence was provided that proved the Home Builder's consulted the Home Buyer regarding the changes. This was a breach the Code. However, a significant portion of the losses claimed by the Home Buyer were not substantiated in evidence.

### Decision

Adjudicator awarded the Home Buyer £5961.77 as compensation and £120.00 for reimbursement of the Registration fee was directed.

## Adjudication Case 6 – June 2013 - 117130006

### Complaint

The Home Buyer submitted that he reserved a property and incurred various charges in anticipation of purchasing the property. However, as a result of the Home Builders failing to obtain planning permission for the property, the Home Buyer had to cancel his purchase because his bank revoked his mortgage. The Home Buyer sought an assurance that this does not happen to other buyers, compensation in the amount of £2168.00 and compensation in the amount of £250.00 for the inconvenience caused.

### Defence

The Home Builders submitted that they had already taken appropriate action and offered suitable resolutions to address the Home Buyer's concerns. The Home Builders did not accept any further liability to the Home Buyer.

### Findings

Adjudicator found that the claim succeeded in part. The Home Builders had breached the code by not obtaining planning permission on the property and failing to respond to the Home Buyer's questions within a reasonable time. However, a significant portion of the losses claimed by the Home Buyer were not substantiated in evidence. The Home Buyer's claim for an assurance that these events would not occur to other buyers in the future was found to be beyond the scope of the scheme.

### Decision

Adjudicator awarded the Home Buyer a total of £1695.00 in compensation.

## Adjudication Case 7 – June 2013 - 117130007

### Complaint

The Home Buyer asserted that the Home Builders failed to construct the driveway properly. The Home Buyer sought an apology, an explanation and rectification of the driveway.

### Defence

The Home Builders denied liability.

### Findings

Adjudicator found the claim was unable to succeed.

### Decision

The Home Buyer's assertions that the workmanship of the Home Builders was poor and that the driveway was unsafe to use did not relate to breaches of the Code. The Home Buyer failed to prove that the driveway was constructed contrary to either the pre-purchase information or the specification. Therefore no breach was found.

## Adjudication Case 8 – June 2013 - 117130008

### Complaint

The Home Buyer asserted that the Home Builders failed to provide appropriate refunds when she withdrew from the sale. The Home Buyer sought compensation in the sum of £2844.00.

### Defence

The Home Builders denied liability.

### Finding

Adjudicator found the claim succeeded in part and directed compensation of £500.00.

### Decision

The Reservation fee of £500.00 was refundable as the Home Builders had not stipulated the deductions that could be made from this in the Reservation Agreement as required under the Code. The other refunds sought related to deposits paid down for extra work. The agreement for extra work was not covered by the Code and therefore no breach of the Code was found.

## Adjudication Case 9 – September 2013 - 177130009

### Complaint

The Home Buyers' submitted that the Home Builders' deliberately misrepresented certain important facts about the property, as a result of which they were forced to cancel the Reservation Agreement.

The Home Buyers stated that they had been reimbursed the sum of £500.00 from their Reservation fee of £1,000.00 and were seeking a reimbursement of the remainder. The Home Buyers also requested recompense for the solicitor's fees they had incurred in cancelling the purchase of the Property as well as those incurred in the sale of their existing property - from which their buyer had withdrawn due to the delay in the expected completion time. The Home Buyers also claimed a sum of compensation for inconvenience, travelling expenses and arrangements for the move.

### Defence

The Home Builders submitted that they followed strict guidelines regarding information given to their clients. The Home Builders further submitted that only when the property was due to exchange did the Home Buyers raise any queries via their solicitors which they promptly replied to. The Home Builders asserted that based on their terms and conditions as set out on the Reservation Agreement, they were entitled to retain £500.00 from the Reservation fee for administration costs.

### Finding

The Adjudicator found that the claim succeeded in part.

The Home Builders' refund policy did not adhere to the Code. However, the Adjudicator was not satisfied that the Home Buyers' claim for reimbursement of the fees paid to their solicitors was able to succeed.

### Decision

The Adjudicator awarded the Home Buyer a reimbursement of the remainder of the Reservation fee in the sum of £500.00 and £250.00 compensation for inconvenience caused.

## Adjudication Case 10 – September 2013 - 177130010

### **Complaint**

The Home Buyer asserted that the Home Builders failed to build the property as per the specification. The Home Buyer sought compensation in the sum of £14,871.43.

### **Defence**

The Home Builders denied liability.

### **Finding**

Adjudicator found the claim succeeded in part and directed compensation of £8808.00.

### **Decision**

The Home Builders should not have made any significant and substantial variations to the specification of the property without the Home Buyer's consent. A number of the variations made were significant and substantial and the Home buyer's were therefore entitled to the reasonable costs of rectifying these matters.

## Adjudication Case 11 – October 2013 - 117130011

### **Complaint**

The Home Buyer submitted that the sales brochure for the property stated that sash windows would be installed at the property, but when the property was built sash windows were not provided.

### **Defence**

The Home Builders stated that its sales brochure was not a contractual document and could not be relied upon in isolation.

### **Finding**

The Adjudicator found that the claim did not succeed. The sales brochure contained a clear disclaimer that it was for guidance only and should not be relied upon. Further, the technical drawings that the Home Buyer had sight of made clear that sash windows would not be installed at the property.

### **Decision**

No breach of the Code was found to have taken place.

## Adjudication Case 12 – November 2013 – 117130012

### Complaint

The Home Buyers alleged that the Home Builders misrepresented that the purchase price offered in relation to the property was a marked down price. It was not and the misrepresentation had caused them to incur a loss as it had taken away their right to negotiate a better deal. The Home Buyers sought to be provided with £10,000.00 for the loss incurred plus £120.00 for inconvenience and an apology and an explanation.

### Defence

The Home Builders denied it misrepresented the price of the property. The purchase price ultimately paid by the Home Buyers was the same as the price provided pre-contract.

### Finding

Based on the evidence provided, it was clear that the purchase price ultimately paid by the Home Buyers was the same as the price given to them by the Home Builders pre-purchase. There was a lack of substantive evidence that the Home Builders sales and advertising material and activity had not been clear and truthful, in breach of the Code.

### Decision

The Adjudicator found that the claim was unable to succeed.

## Adjudication Case 13 – December 2013 – 117130013

### Complaint

The Home Buyer asserted that the Home Builders failed to adhere to the specification provided pre-purchase. The Home Buyer sought that the back garden be re-profiled and compensation in the sum of £250.00 for inconvenience.

### Defence

The Home Builders denied liability.

### Finding

The Home Builders were entitled to make minor changes to the specification without the Home Buyer's agreement and therefore they did not have to re-profile the back garden. However, the Home builders should have notified the Home Buyer prior to making the change and as the failure to do so caused the Home Buyer inconvenience

### Decision

The Adjudicator found the claim succeeded in part. The adjudicator directed that the Home Builders pay compensation in the sum of £250.00.

## Adjudication Case 14 – December 2013 – 117130014

### Complaint

The Home Buyer alleged that the Home Builders misadvised them in regards to the nature of a recycling site located near the property. The Home Buyer sought to be provided with £10,000.00 for the loss incurred plus £250.00 for inconvenience.

### Defence

The Home Builders denied that it had breached the code and submitted that the customer had failed to provide any evidence of the alleged conversation that took place between an unidentified employee and the Home Buyer prior to the purchase, regarding a recycling site near the property.

### Findings

There was a lack of substantive evidence that the Home Builders failed to provide clear and truthful sales and advertising in relation to the Property or that it failed to give appropriate information about the Property to help the Home Buyer make an informed decision about the purchase.

### Decision:

The Adjudicator found that the claim was unable to succeed.

## Adjudication Case 15 – December 2013 – 117130015

### Complaint

The Home Buyers stated that their choice of a legal representative was restricted, and that the property was marketed with a service charge estimate that was much lower than what was charged after completion. The Home Buyers sought a payment of £5634.00 for the cost of putting right the matters complained of, an apology, an explanation, for the Home Builders to take an action, and £250.00 for the inconvenience caused.

### Defence

The Home Builders stated that the choice of legal representative was always left to the Home Buyers, and that all information given to the Home Buyers was correct when it was given. The Home Buyers were aware that there would be additional service charges prior to the exchange of contracts.

### Findings

The adjudicator found that the Home Builders were in breach of Section 2.5 of the Code by stating on the reservation form that the reservation was subject to the Home Buyers using one of the Home Builders' recommended solicitors. The Home Builders were also in breach of Sections 2.1 and 2.6 of the Code by providing incomplete and unclear information on the reservation agreement, which indicated that the service charges would be less than they turned out to be. However, the Home Builders remedied this prior to exchange of contracts, so that by the time of the sale the Home Buyers were aware of the correct service charges that would be applied.

### Decision:

The Adjudicator found that the Home Buyers' claim succeeded in part and awarded the Home Buyers £250.00 for the inconvenience caused, an apology, and the reimbursement of the registration fee.



## Adjudication Case 16 – December 2013 – 117130016

### **Complaint**

The Home Buyer asserted that the Home Builders provided incorrect pre-purchase information in regards to service charge estimates. The service charges were much higher than initially expected.

The Home Buyer sought an apology; an explanation; compensation of £6160.00 plus £250.00 for inconvenience.

### **Defence**

The Home Builders denied liability.

### **Findings**

The Home Builders breached clause 1.5 and 2.1 of the Code as they did not provide a full breakdown of service charges in their marketing material as required. However, the Home Buyer was given an accurate service charge estimate prior to exchange of contracts, he relied upon this figure and, it was on this basis that the parties exchanged contracts. Therefore it was found that no loss has been suffered by the Home Buyer in regards to the incorrect marketing material as he proceeded to exchange based upon the correct information.

### **Decision**

The adjudicator found that the claim did not succeed.

## Adjudication Case 17 – December 2013 – 117130017

### **Complaint**

The Home Buyer asserted that the Home Builders failed to provide relevant pre-purchase information as to the risk of subsidence and flooding to his property. Had this been provided he would not have entered into the reservation agreement or contract.

The Home Buyer sought that the flood issue be addressed or; the property price be reduced or; release from the contract plus compensation. He sought compensation of £6000.00 plus £250.00 for inconvenience.

### **Defence**

The Home Builders denied liability.

### **Findings**

The Home Builders were required to give pre-purchase information as stipulated at clause 2.1 of the Code. This did not extend to providing information on the risks of flooding or subsidence and therefore no breach was proven.

### **Decision**

The Adjudicator found the claim did not succeed.

## Adjudication Case 18 – December 2013 – 117130018

### Complaint

The Home Buyer stated that she was sold the incorrect property, and that the issue was not resolved until a year later. The Home Buyer also stated that the Home Builders failed to handle her complaints appropriately. The Home Buyer sought a payment of £3500.00 for the cost of putting right the matters complained of, and £250.00 for the inconvenience caused.

### Defence

The Home Builders accepted that an administrative error on their part had resulted in the wrong plot being recorded on the reservation form and subsequently on the contract for sale, which led to the incorrect property being conveyed to the Home Buyer. However, the Home Builders state that the Home Buyer's solicitor should have picked up on the error, so the Home Buyer should bring a claim against her solicitor.

### Findings

The Home Builders were in breach of Sections 2.6 and 3.1 of the Code by entering incorrect information into the reservation agreement and contract for sale. The Home Builders also failed to respond to the Home Buyer's complaint in a timely manner, and were therefore in breach of Section 5.1 of the Code. The Home Buyer justified a payment of £250.00 for the inconvenience caused, but no evidence of a monetary loss was provided and so no further payment was made to the Home Buyer.

### Decision

The Adjudicator found that the Home Buyer's claim succeeded in part and awarded the Home Builders to pay the Home Buyer £250.00 for the inconvenience caused and reimburse the Home Buyer's registration fee of £120.00.

## Adjudication Case 19 – December 2013 – 117130019

### Complaint

The Home Buyer asserted that the Home Builders published incorrect marketing material in relation to the cost of service charges for the Property.

### Defence

The Home Builders denied liability.

### Finding

Adjudicator found the claim could not succeed.

### Decision

The published material which was provided by the Home Buyer was published by the Home Builders after contracts had been exchanged. Furthermore, the Home Builders provided evidence that the Home Buyer's solicitors had been provided with accurate service charge estimates prior to the exchange of contracts. Therefore, whilst the Home Builders had published incorrect marketing material in general, the Home Buyer could not have relied upon it to his detriment. Thus, no actual loss or detriment was established by the Home Buyer.

## Adjudication Case 1 – February 2014 – 117130021

### Complaint

The Home Buyers asserted that the Home Builders failed to build the Property in accordance with the specifications provided prior to purchase.

The Home Buyer sought compensation in the sum of £10,226.44 and a further sum of £250.00 for inconvenience.

### Defence

The Home Builders denied liability. No offer of settlement had previously been made by the Home Builders.

### Findings

The Home Buyers had proven that the Home Builders had made three significant changes to the specification without notification or agreement. Two of the changes made were found to be minor in which case no agreement was needed and no loss proven.

### Decision

A found the claim succeeded in part. The Home Builders were directed to pay £5630.10 compensation plus £250.00 for inconvenience. The Home Buyer's registration fee was not reimbursed.

## Adjudication Case 2 – March 2014 – 117140001

### Complaint

The Home Buyer asserted that the Home Builders failed to build the Property in accordance with pre-purchase information and did not provide full architectural plans. The Home Buyer sought an apology, an explanation, rectification of the kitchen, written consent to the changes, provision of architectural plans, compensation in the sum of £2029.54 and a further sum of £250.00 for inconvenience.

### Defence

The Home Builders denied liability. No offer of settlement had previously been made by the Home Builders.

### Findings

The Home Buyer had proven that the Home Builders had made minor changes to the specification without notification. No agreement was needed for these changes and therefore no loss proven. There is no requirement under the Code for the provision of full architectural plans or for the freeholder's consent to changes to the Property. No further breaches were proven and therefore no further remedy was justified.

### Decision

A found the claim succeeded in part. The Home Builders were directed to provide an apology. The Home Buyer's registration fee was not reimbursed.

## Adjudication Case 3 – April 2014 – 117140003

### **Complaint**

The Home Buyers submitted that they had not been given a copy of the Code and the Home Builders had not been transparent regarding additional costs charged in respect of work carried out at the property, and that cost variations were only supplied three days prior to completion. The Home Buyers had alleged breaches of the Code, but not relating to specific sections of the Code.

### **Defence**

The Home Builders refuted the Home Buyers' claim. The Home Builders submitted that they had been transparent at all times regarding the costs, and that the Home Buyers had requested lots of additional work right up to the completion date. The Home Builders stated that they were unable to provide any details of costs until the works had been carried out. No offer of settlement had previously been made by the Home Builders.

### **Finding**

The Adjudicator found that the claim succeeded in part. The Home Builders' had breached Sections 1.2 of the Code as they had not provided a copy of the Code to the Home Buyers. The Home Builders had also breached Section 3.1 of the Code as the terms of the contract relating to the work that was to be included in the purchase price of the property were unclear. The Home Buyers were therefore overcharged for certain works that had been carried out.

### **Decision**

The Adjudicator awarded the Home Buyers £7,596.69 as a refund of the amounts that had been incorrectly charged as a result of the unclear contract terms. The Adjudicator also awarded the Home Buyers £250.00 for the inconvenience caused by the Home Builders' failure to adhere to the Code, and a reimbursement of the £120.00 registration fee paid by the Home Buyers.

## Adjudication Case 4 – April 2014 – 117140004

### Complaint

The Home Buyer submitted that the Home Builders sold the Property to a third party during the reservation period in breach of the Code. The Home Buyer stated that she accepted a £2,000.00 lower price on her home which she would not have done had she been informed that she was no longer able to buy the Property. The Home Buyer sought £2,000.00 to cover the loss suffered on the sale of her own home; compensation in the sum of £250.00 for the inconvenience caused; and a refund of the case registration fee in the sum of £120.00.

### Defence

The Home Builders submitted that due to a breakdown in internal communications they failed to notify the Home Buyer in writing that the Reservation had been terminated. The Home Builders stated that they did not believe that the claim for the £2,000.00 was a legitimate head of claim or reasonably recoverable - the Home Buyer had not exchanged contracts on the sale of the property following the cancellation of the Reservation Agreement and therefore the reason for the reduction (to encourage a sale to allow the Home Buyer to exchange contracts with the Home Builders) was no longer present.

No offer of settlement had previously been made by the Home Builders.

### Finding

The Adjudicator found that the claim succeeded in part. The Adjudicator found, on a balance of probabilities, that the Home Builders sold the Property to a third party during the Reservation period in breach of section 2.6 of the Code. Further, in stating that they had omitted to write or communicate to the Home Buyer their decision to end the Reservation agreement, not only did the Home Builders fail to communicate their decision to end the Reservation agreement to the Home Buyer, the Home Builders also breached s.2.6 of the Code by unilaterally ending the Reservation agreement.

### Decision

The Adjudicator directed that an authorised and senior representative of the Home Builders provide the Home Buyer with a written apology. The Adjudicator also awarded the Home Buyer compensation in the sum of £250.00 for inconvenience suffered and compensation in the sum of £120.00 to cover the cost of the case registration fee.

## Adjudication Case 5 – May 2014 – 117140005

### Complaint

The Home Buyer alleged that the Home Builders altered the design and plan of the Property by extending an airing cupboard to accommodate solar equipment. This resulted in a loss of useable space to one of the bedrooms. The Home Builders did not notify or consult them about the alteration and they only found out two weeks prior to completion. The Home Buyer sought compensation of £15,000.00 plus £250.00 for inconvenience.

### Defence

The Home Builders denied that the change was as significant as claimed and that it offered the Home Buyer to end the contract weeks prior to completion however the Home Buyer opted to continue with the purchase. The Home Builders also made an offer to settle the dispute for the amount of £1500.00.

### Findings

The Home Builders breached clause 3.1 of the Code as they changed the design of the Property after exchange of contracts, which significantly altered the usable space in the Property without consulting or notifying the Home Buyer.

### Decision

The adjudicator found that the claim succeeded in part and awarded the Home Buyer compensation of £7523.35 based on the cost of rectifying the deviation to the original plans. The Home Buyer was also awarded £250.00 for inconvenience and their registration fee was reimbursed.

## Adjudication Case 6– May 2014 – 117140008

### Complaint

The Home Buyers asserted that the Home Builders had failed to complete rectification works in a timely manner and that this had caused them to incur significant costs as it was necessary to relocate to the UK to oversee works. The Home Buyers sought compensation of £15,000.00.

### Defence

The Home Builders denied liability. No offer of settlement had previously been made by the Home Builders.

### Findings

The Home Builders breached clause 5.1 of the code as they did not respond to or resolve complaints about the rectification works in a timely manner. However the Home Buyers did not need to be present whilst rectification works were undertaken and therefore they had not proven that the losses suffered were a reasonably foreseeable consequence of the breach.

### Decision

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

## Adjudication Case 7 – June 2014 – 117140009

### Complaint

The Home Buyers alleged that the Home Builders did not notify them at reservation of the potential deductions from the reservation fee should the sale not go ahead. Further, the Home Builders did provide them with a copy of the Code. The Home Buyers sought compensation of £595.00 plus £250.00 for inconvenience.

### Defence

The Home Builders submitted that it informed the Home Buyers of potential deductions in the reservation agreement. No offer of settlement had been previously made by the Home Builders.

### Findings

The Home Builders breached clause 2.6 of the Code as it did not sufficiently inform the Home Buyers of the nature and extent of the potential costs of deductions in the event the sale did not proceed. Further it breached clause 1.2, as it did not provide the Home Buyers with a copy of the Code at reservation.

### Decision

The adjudicator found that the claim succeeded in part and awarded the Home Buyers compensation of £475.00 being the balance of the reservation fee. The Home Buyers were also awarded £250.00 for inconvenience and their registration fee was reimbursed.

## Adjudication Case 8 – June 2014 – 117140010

### Complaint

The Home Buyer alleged that the Home Builders misled her and incorrectly retained £1500.00 of her reservation fee.

### Defence

The Home Builders denied it misled the Home Buyer and the retention of £1500.00 was listed in the reservation agreement. The Home Builders previously offered to amend a restrictive covenant, but the Home Buyer did not accept this.

### Finding

Adjudicator found that the claim succeeded. The evidence provided showed that the reservation agreement did not adhere to the code and did not specify a breakdown of the likely deductions that would be made if the reservation was cancelled.

### Decision

Adjudicator awarded the Home Buyer £1500.00 as a refund, £250.00 for the inconvenience suffered and £120.00 for the registration fee.



**Complaint**

The Home Buyer asserted that the Home Builders provided incorrect pre-purchase information with regards to the appearance of the Property; the description of the Property; and financial inducements to purchase the Property. The Home Buyer also asserted that the Home Builders had no formal or documented procedure for resolving disputes and that the Home Builder failed to provide an after-sales service. The Home Buyer sought an apology; an explanation; and compensation in the sum of £15,000.00 (included in this figure was compensation in the sum of £250.00 sought for inconvenience).

**Defence**

The Home Builders denied liability. No offer of settlement had previously been made by the Home Builders.

**Findings**

The Adjudicator was satisfied that the Home Builders had failed to provide sufficient pre-purchase information in relation to the external appearance of the Property in breach of their obligations under the Code. The Adjudicator also found that the Home Builders breached their obligations under the Code in relation to the requirements for a formal complaints handling procedure and after-sales service. However, the Adjudicator was not satisfied that the Home Buyer has shown that the Home Builders have breached their obligations in relation to the financial package offered to purchase the Property.

**Decision**

The Adjudicator found that the claim succeeded in part. The Adjudicator directed that the Home Builders pay the Home Buyer the sum of £2,370.00 in compensation (comprising of £2,000.00 for the Home Builders breaches under the Code; £250.00 for the inconvenience caused; and £120.00 to reimburse the Home Buyer's case registration fee. )The Adjudicator also directed that the Home Builders provide an apology and an explanation.

## Adjudication Case 10 – July 2014 – 117140012

### Complaint

The Home Buyer asserted that the Home Builders miss-sold the Property as they assured the Home Buyer that the Property would not be overlooked and they did not advise of the unsightly storage yard or the busy café located immediately behind the Property. The Home Buyer sought compensation of £15000.00.

### Defence

The Home Builders denied liability. They had previously made offers of settlement including; to allow the Home Buyer to resile from the contract at no cost, to allow him to move to an alternative property and cover the additional costs incurred, to arrange for the storage yard to be cleared, and to heighten the fence separating the property from the storage yard and café.

### Findings

The Home Buyer had failed to prove any breach of 1.5 or 2.1 of the Code. There was no evidence that the Home Builders had made verbal representations regarding the Property that were relied upon, further there was no evidence that the pre-purchase information was misleading.

### Decision

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

## Adjudication Case 11 – July 2014 – 117140013

### Complaint

The Home Buyers alleged that the Home Builders failed to adequately address snagging items they raised following the sale and that the Home Builders did not respond to their complaints in accordance with the Code. The Home Buyers sought compensation of £6750 plus £250 for inconvenience.

### Defence

The Home Builders submitted that they remain fully committed to completing the snagging items raised by the Home Buyers although they concede it has taken longer than they would have liked due to reasons beyond their control. They have replied to the Home Buyers complaints either in person or in writing. No offer of settlement had been previously made by the Home Builders.

### Findings

The Home Builders breached clause 4.1 of the Code as the after-sales service provided to the Home Buyers was not to a reasonable standard. Further, the Home Builders breached clause 5.1 of the Code as they did not deal with the Home Buyers' complaints in accordance with the requirements under the Code.

### Decision

The adjudicator found that the claim succeeded in part and awarded the Home Buyers compensation of £1150. The Home Buyers were also awarded £250.00 for inconvenience and their registration fee was reimbursed.

## Adjudication Case 12 – July 2014 – 117140014

### Complaint

The Home Buyer asserted that the Home Builders provided an unreliable estimate of electricity costs.

The Home Buyer sought that the Home Builders take action to reassess lighting levels and install control devices to enable residents to control electricity usage; compensation for the additional electricity costs over and above the estimated £5090.00 per annum; compensation in the sum of £2270.00 and; compensation in the sum of £120.00 for inconvenience.

### Defence

The Home Builders denied liability. No offer of settlement had previously been made by the Home Builders.

### Findings

The Home Buyer failed to prove that the estimate was unreliable. Further, even if it was unreliable, it was not proven that the Home Builders knew or ought to have known that it was unreliable.

### Decision

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

## Adjudication Case 13 – August 2014 – 117140015

### Complaint

The Home Buyers asserted that the Home Builders were responsible for the poor condition of their rear garden. The Home Buyers submitted that the drainage and sunlight were insufficient in the garden. The Home Buyers did not specify any actual breaches of the Code.

### Defence

The Home Builders denied liability. The Home Builders had made offers to gravel or bark the rear garden, to provide decking, and to pay £750.00, but these offers were rejected by the Home Buyers.

### Finding

Adjudicator found that the Home Buyers' complaints touched upon section 4.1 of the Code in relation to after-sales service. However, the evidence provided showed that the Home Builders provided appropriate access to after-sales services.

### Decision

The adjudicator found that the claim did not succeed. The Home Builders had adequately complied with the requirements of section 4.1 of the Code. The Home Buyer's registration fee was not reimbursed.

## Adjudication Case 14 – August 2014 – 117140016

### Complaint

The Home Buyers alleged that the Home Builders: failed to provide realistic and reliable information about when construction of the Home may be finished; did not respond to their complaints in accordance with the Code; left outstanding snagging items; and that they installed incorrect wall tiles in the downstairs cloakroom, in breach of the contract. The Home Buyers sought compensation of £100.00 plus £100 for inconvenience, an apology, an explanation, replacement tiles and completion of the outstanding snagging items.

### Defence

The Home Builders submitted that there were delays due to circumstances beyond their control however they kept the Home Buyers informed about the property progress at each stage of the sales process. They also acknowledged the Home Buyers' letters, in accordance with their procedures and replaced the incorrect wall tiles and they have attempted to deal with snagging issues raised by the Home Buyers. No offer of settlement had been previously made by the Home Builders.

### Findings

The snagging items were outside the scope of the Scheme however the adjudicator found that the Home Builders did not provide sufficiently reliable or realistic information to the Home Buyers regarding the timing of the construction and completion of the Home, in breach of clause 3.2 of the Code. Further, the Home Builders breached clauses 4.1 & 5.1 as the after-sales service provided in relation to the replacement of incorrect wall tiles was inadequate and they did not deal with the Home Buyers' complaints in accordance with the requirements under the Code, respectively.

### Decision

The adjudicator found that the claim succeeded in part and awarded the Home Buyers compensation of £100, an apology and for the wall tiles to be replaced. The Home Buyers were also awarded £100.00 for inconvenience and their registration fee was reimbursed.

## Adjudication Case 15 – August 2014 – 117140019

### Complaint

The Home Buyers asserted that without their knowledge and approval the Home Builders substituted and installed an inferior and lower cost fibreboard /MDF product in the property instead of the specified a three layered product made of real wood. The Home Buyer sought compensation of £9,277.12 plus £250.00 for inconvenience.

### Defence

The Home Builders denied liability. No offer of settlement had previously been made by the Home Builders.

### Findings

The Adjudicator found that the parties had contractually agreed to the supply and installation of laminate flooring with an overlaid solid timber nosing. There was no substantive evidence to show that the type of flooring the Home Buyers submit was requested was classed as 'laminate flooring.' Nor, in any event, was there any substantive evidence to show that the type of flooring the Home Buyers submit was requested was agreed. The evidence showed that the Home Builders provided laminate flooring. The Adjudicator therefore found no breach in this regard.

However, in respect of the solid timber nosing, the Home Builders admitted that they did not formally confirm to the Home Buyers that the solid timber nosing agreed would not be used. The Adjudicator therefore find that the Home Builders breached their obligations under clause 3.1 of the Code to notify the Home Buyers of the change.

### Decision

The Adjudicator found that the claim succeeded in part. The Adjudicator directed that the Home Builders pay the Home Buyer the sum of £620.00 in compensation (comprising of £350.00 for the cost of putting right the failure to use the solid timber nosing agreed; £150.00 for the inconvenience caused; and £120.00 to reimburse the Home Buyer's case registration fee. )

## Adjudication Case 16 – August 2014 – 117140020

### Complaint

The Home Buyer asserted that the Home Builders' representative made a fraudulent misrepresentation to her in relation to the sales process for the Property.

### Defence

The Home Builders denied liability.

### Finding

Adjudicator found that the Home Buyer's complaints touched upon section 1.5 of the Code in relation to sales and advertising services. However, the evidence provided did not show that the Home Builders breached section 1.5 of the Code.

### Decision

The Home Builders did not breach the requirements of section 1.5 of the Code.

## Adjudication Case 17 – August 2014 – 117140021

### Complaint

The Home Buyer alleged that the Home Builders did not inform him that the garden was on a 1.5 metre slope and misrepresented that the garden was flat. The Home Buyer sought compensation of £15,000.00, a practical action and an apology.

### Defence

The Home Builders submitted that they provided the Home Buyer with all of the pre-purchase information required by the Code including a plan showing layout, appearance and position of the Property however, they were not required to inform the Home Buyer that the garden was on a 1.5 metre slope. No offer of settlement had been previously made by the Home Builders.

### Findings

The misrepresentation claim was outside the scope of the Scheme however the adjudicator found that the 1.5 metre slope was significant and affected the Home Buyer's reasonable use of the garden and that as the Home was not yet completed during reservation, the slope should have been shown in the plan and/or model of the Home. As it was not, the adjudicator found that the Home Builders did not provide sufficient information to the Home Buyer regarding the appearance of garden to help him make an informed decision about the purchase prior to making a binding commitment to it, in breach of section 2.1 of the Code.

### Decision

The adjudicator found that the claim succeeded in part and awarded the Home Buyers compensation of £7200 for the cost of levelling the garden and an apology. The Home Buyer's registration fee was also reimbursed.

## Adjudication Case 18 – August 2014 – 117140022

### Complaint

The Home Buyer alleged that the Home Builders failed to provide two allocated parking spaces within the Home as per the sales and advertising material produced pre-contract, due to the garage opening/ door being too narrow for an average sized family car to pass through. The Home Buyer also alleged that due to a design flaw there was a lack of spacing for traffic and off-street parking surrounding his Home and that the path from the front door leads the wrong way. The Home Buyer sought compensation of £15,000.00, practical actions to rectify the issues and an apology.

### Defence

The Home Builders submitted that they have provided two allocated parking spaces within the Home in accordance with the Sale Contract and that the width of the opening of the garage door is as specified in the plans. The Home Builders also denied any breach of the Code in relation to the pathway leading the front door and the availability of off-street parking. No offer of settlement had been previously made by the Home Builders.

### Findings

The adjudicator found that the Home Builders had not provided the Home Buyer with two allocated parking spaces in accordance with the sales and advertising material, due to the narrow width of the garage opening/door preventing the Home Buyer from using the second parking space, in breach of clause 1.5 of the Code. No breach was found in relation to the availability of off-street parking or the pathway leading from the front door.

### Decision

The adjudicator found that the claim succeeded in part and found that the Home Builders were liable to provide the practical action: widen the narrow opening of the garage. The Home Buyer's registration fee was also reimbursed.

## Adjudication Case 19 –September 2014 – 117140023

### **Complaint**

The Home Buyers alleged that the Home was delivered in an unclean and incomplete condition at handover with many defects and snagging points. The Home Builders have not dealt with their complaints in a timely or efficient manner and have been delaying rectifying items until when the warranty runs out. The Home Builders seek compensation for outstanding items including a faulty shed; replacing differently coloured paving slabs, levelling the uneven garden and repairing the fences.

### **Defence**

The Home Builders submitted that they apologised for the quality issues they acknowledge are below standard and have endeavoured to resolve issues quickly and effectively where they believe they have been at fault. They have always provided courteous and attentive responses to the Home Buyers in relation to the issues raised. The Home Builders deny liability for the outstanding items raised. No offer of settlement had been previously made by the Home Builders.

### **Findings**

The Home Builders breached clauses 4.1 & 5.1 as the after-sales service provided in relation to the numerous defects and snagging items was inadequate and they did not deal with the Home Buyers' complaints in accordance with the requirements under the Code, respectively. However, the Home Builders were not liable for individual items claimed by the Home Buyers.

### **Decision**

The adjudicator found that the claim succeeded in part and awarded the Home Buyers compensation of £500 for losses incurred and an apology. The Home Buyers were also awarded £250.00 for inconvenience and their registration fee was reimbursed.



## Adjudication Case 20 – September 2014 – 117140024

### **Complaint**

The Home Buyer asserted that the Home Builders repositioned the gas pipe in the Property without notifying him. In his Reply, he asserted that this was a breach of the Code as the Home Builders failed to provide him with reliable information in this regard.

The Home Buyer sought that the Home Builders reposition the gas pipe and pay compensation of £15000.

### **Defence**

The Home Builders denied liability. No offer of settlement had previously been made by the Home Builders.

### **Findings**

The Home Buyer had failed to prove a breach of the Code. The Home Builders were required to provide the Home Buyer with enough pre purchase information to enable the Home Buyer to make a suitably informed decision but this did not extend to providing details as to the positioning of piping in the Property. Further, the Home Buyer had failed to prove that the Home Builders had made any changes to the design or construction of the Property.

### **Decision**

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

## Adjudication Case 21 – October 2014 – 117140025

### Complaint

The Home Buyer asserted that the Home Builders had cancelled the Reservation agreement without notice or cause. The Home Buyer also made complaints about the mortgage broker recommended by the Home Builders. The Home Buyer sought compensation in the sum of £9,000.00 (included in this figure was compensation in the sum of £250.00 for inconvenience). The Home Buyer also requested that the Home Builders take practical action, specifically, “pay back money spent and lost to make sure a quick sale to buy their home.”[sic]

### Defence

The Home Builders denied liability. The Home Builders submitted that they had extended the original Reservation period but as the Home Buyer was unable provide assurances that he had secured a mortgage, they were left with no choice but to cancel the Reservation. No offer of settlement had previously been made by the Home Builders.

### Findings

The Home Builders breached clause 2.6 of the Code. Under the clause 2.6, the Home Builders do not have the right to cancel a Reservation agreement. Further, under the Code where the Reservation agreement ends, the Home Builders are under an obligation to return the Reservation fee to the Home Buyer less any reasonable costs genuinely incurred. The evidence showed that the Home Builders only returned the Reservation fee to the Home Buyer after he was forced to bring the matter to CCHBAS. The Home Buyer’s complaints about the mortgage broker fell outside the scope of CCHBAS.

### Decision

The claim succeeded in part. The Adjudicator directed that the Home Builders pay the Home Buyer compensation in the sum of £250.00 for inconvenience caused. The Adjudicator also directed that the Home Builders pay the Home Buyer compensation in the sum of £120.00 to cover the cost of the case registration fee.

## Adjudication Case 22 – September 2014 – 117140026

### Complaint

The Home Buyer asserted that the Home Builders had sold the Property to another buyer unexpectedly and then failed to refund her the Reservation fee and costs she had incurred.

The Home Buyer sought that the Home Builders pay compensation of £4765.34 plus £250.00 for inconvenience.

### Defence

The Home Builders denied liability. No offer of settlement had previously been made by the Home Builders.

### Findings

The Home Builders had breached part 2.6 of the Code as they had failed to set out deductions that may be made from the Reservation fee upon cancellation of the Reservation Agreement, they had failed to refund the Reservation fee upon cancellation and, they had sold the Property to another buyer whilst the Reservation Agreement was still in force. The Home Buyer was entitled to a full refund of the Reservation fee and the reasonable costs incurred as a result of the Home Builders selling the Property to another buyer. However the adjudicator was unable to consider the claim regarding the extras purchased as such claims were excluded from consideration under part 3.1 of the Code.

### Decision

The adjudicator found that the claim succeeded in part. The Home Builders were directed to pay £2381.34 in compensation and £250.00 for inconvenience. Further, to reimburse the Home Buyer's registration fee.

## Adjudication Case 23 – November 2014 – 117140029

### Complaint

The Home Buyer asserted that the Home Builders did not construct the garden of the Property as planned and that there were delays in completion of the Property.

### Defence

The Home Builders accepted liability for the garden issue and promised to rectify the issue but did not accept any liability for the delay complaint as it had discharged its required duties to keep the Home Buyer appropriately informed. No offer of settlement had previously been made by the Home Builders.

### Finding

Adjudicator found that the Home Buyer's complaints touched upon section 3 of the Code in relation to Information: exchange of contract. The evidence showed that the Home Builders had breached 3.1 of the Code (and this was further supported by the Home Builders' own acceptances). However, based on the evidence, the completion delay issues were not a breach of section 3.2 given the circumstances.

### Decision

The Home Builders did breach section 3.1 of the Code. The Home Builders accepted liability and agreed to rectify this issue. However, in light of the inconvenience caused, the sum of £250.00 was warranted. Furthermore, given the circumstances, an award for the adjudication registration fee of £120.00 was warranted accompanied by an apology.

## Adjudication Case 24 – November 2014 – 117140030

### Complaint

The Home Buyer asserted that the Home Builders provided incorrect information regarding the sale of surrounding properties, forced him to use a nominated solicitor and pressurised him to exchange contracts quickly.

The Home Buyer sought that the Home Builders allow him to part exchange with another property; pay compensation in the sum of £15000.00 and; pay compensation in the sum of £250.00 for inconvenience.

### Defence

The Home Builders denied liability. No offer of settlement had previously been made by the Home Builders.

### Findings

The Home Buyer failed to provide any evidence that supported his claim or that proved a breach of the Code.

### Decision

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

### **Complaint**

The Home Buyer submitted that on reserving the property, he specifically asked the Home Builders to provide him with exact room sizes. The property was in the process of being built and he was not allowed to view it until he completed, therefore it was very important to him to know the exact dimensions of the property. He was provided with the plans and informed that the house measurement would be the same as shown. The decision to purchase the house was made on the basis of the plans shown to him. However, on moving into the property, he discovered that some of the rooms were up to 89mm x 80mm narrower/shorter making the house up to 5% smaller. In addition, the garage is not fit for purpose. It has been constructed in such a way as to make it impossible for the driver to get out of the car whilst parked inside. The Home Buyer sought compensation in the sum of £14,750.00.

### **Defence**

The Home Builders denied liability. The Home Builders submitted that the Home Buyer was provided with a copy of the sales brochure. Dimensions were indicated in this brochure along with a disclaimer that room dimensions are subject to a +/-50mm tolerance. As part of the pre-reservation process, a review of the working drawings for the house type is undertaken with the client. It does not pass of a copy of these drawings to the clients as it is explained that these are for construction purposes. The Home Buyer had somehow obtained an extract of this drawing. The working drawing was based on the structural sizes for the brickwork/blockwork and timber studwork walls. Plasterboard finishes along with any skirting/architrave/coving needed to be added to the rooms. The Home Builders asserted that they have constructed the property to the details and specifications provided at the point of reservation and within the tolerances stated and disputes that the property has been constructed smaller than that which the Home Buyer reserved.

No offer of settlement had previously been made by the Home Builders.

### **Findings**

In view of the evidence provided, the Adjudicator accepted the Home Buyer's submission that the drawings were given to him by the Home Builders after, as instructed in the sales brochure, he requested exact dimensions of the property. There was no mention on the drawings that these were for construction purposes only and that any dimensions stated were subject to tolerances. The Adjudicator therefore found that the Home Builders had breached their obligation under clause 2.1 of the Code to provide sufficient pre-purchase information.

The Home Buyer's claim that the garage was not fit for purpose fell outside the scope of CCHBAS.

### **Decision**

The claim succeeded in part. However, the Home Buyers had not provided any substantive evidence to support his claim for loss in the sum of £14,750.00. The Adjudicator could therefore only direct that the Home Builders pay the Home Buyer compensation in the sum of £120.00 to cover the cost of the case registration fee.

## Adjudication Case 26 – November 2014 – 117140033

### Complaint

The Home Buyers alleged that the Home Builders delayed with the completion and did not adequately deal with their complaints. The Home Builders also gave false information regarding the design and appearance of the garden and the front of house and gave incorrect garage plans. Further, the lack of access to the garage and parking at the Home is contrary to sales and advertising material provided. The Home Buyers sought compensation of £4025.00 plus £250.00 for inconvenience, an apology and an explanation.

### Defence

The Home Builders submitted that there has been sufficient dialogue between the parties during the complaints process and that it had offered the waiver of the costs for the Home Buyers' upgrade options, a further £1000.00 in compensation due to the delays.

### Findings

A was satisfied that the allegation of false information given regarding the design of the garden and purported incorrect garage plans had been settled by the Home Builders pre-adjudication. A found that the Home Builders had breached: clause 3.2 of the Code as completion had been delayed at short notice; clause 1.5 of the Code as the Home due to a lack of access to garage and parking when the Home was advertised and sold to the Home Buyers on the basis of it having a garage and parking with access to these facilities; and breach of clause 5.1 due to inadequate complaint handling by the Home Builders.

### Decision

The adjudicator found that the claim succeeded in part and awarded the Home Buyers compensation of £2875.74 and an apology. The Home Buyers were also awarded £250.00 for inconvenience and their registration fee was reimbursed.

## Adjudication Case 27 – December 2014 – 117140035

### Complaint

The Home Buyer asserted that the Home Builders had not erected a fence on the Property in accordance with the contract and they had failed to get back to her about her concerns. As a result a neighbour dispute arose and she had to move house. She sought compensation to cover the costs of moving and for the reduced sale price on her property.

The Home Buyer sought that the Home Builders pay compensation in the sum of £15000.00 and; pay compensation in the sum of £250.00 for inconvenience.

### Defence

The Home Builders disputed the claim as asserted but acknowledged that a side boundary fence line needed to be extended and the gates re-sited to the correct positions as shown on the legal plan. It advised that it had taken steps to resolve this. No offer of settlement had previously been made by the Home Builders.

### Findings

The allegation that the Property had not been constructed in accordance to the plans did not relate to a breach of the Code. However, part 5.1 of the Code in regards to complaint handling was relevant and it was accepted that the Home Builders had not dealt with the complaint in a timely manner in breach of part 5.1. Although a breach was proven, this did not justify the remedies sought.

### Decision

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

## Adjudication Case 28 – December 2014 – 117140031

### **Complaint**

The Home Buyers alleged that they did not agree to a cost variation to the purchase price for the part construction of an orangery that they were notified of 3 days prior to completion. The Home Buyers sought compensation of £12,974.54 for the loss incurred plus £250.00 for inconvenience.

### **Defence**

The Home Builders submit that the Home Buyers requested and agreed to the part construction of the orangery and that they had many conversations with the Home Buyers regarding the orangery as the work progressed. No offer of settlement was made, although the Home Builders applied a £2,000.00 credit for the area of the patio not installed due to the part construction of the orangery.

### **Finding**

A found that the claim succeeded in part. A found that there was no evidence of written agreement for any extra work or additional items incorporated which varied the cost of the purchase price and that this was a breach clause 3.1 of the code.

### **Decision**

Adjudicator found that the Home Builders were liable to pay the Home Buyers an amount of £9,980.40 as a refund of the amount billed and paid for the part construction of the orangery (minus £2,000.00 already credited by the Home Builders for the area of the patio not installed due to the part construction of the orangery). The Home Buyers were also awarded £250.00 for inconvenience and their registration fee was reimbursed.