

## **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.



**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.



## Adjudication Case 9 –June 2014 – 117140011

### 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.



### **Complaint**

The Home Buyers asserted that the Home Builders had cancelled the Reservation Agreement on 17 June 2014 in breach of the Code, failed to provide recompense as promised and, provided a poor service in relation to various other matters.

The Home Buyers sought that the Home Builders provide an apology and explanation, amend their public facing ethics policies, pay compensation in the sum of £14920.50 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 Reservation Agreement expired on 30 May 2014 and therefore the Home Builders erroneously referred to cancellation on 17 June 2014 and this was not a breach of part 2.6 of the Code. The Home Builders had provided inconsistent information regarding the expiry and/or cancellation of the Reservation Agreement and inconsistent information as to whether they would provide any recompense to the Home Buyers and this was a breach of part 1.3 of the Code. The other matters raised by the Home Buyers did not relate to a breach of the Code and could not be considered. As to the remedies sought, an apology was justified. The explanation sought was not specified and therefore was not given. The Home Buyers had not proven any financial loss as a result of the proven breach but it was clear that they had suffered inconvenience and an award for such was justified. The claim relating to the Home Builders' policies was deemed to be outside of the scope of the scheme.

### **Decision**

The adjudicator found that the claim succeeded in part and awarded an apology an £250.00 for inconvenience. The Home Buyer's registration fee was not reimbursed.

## Adjudication Case 01 – January 2015 – 117140038

### Complaint

The Home Buyer asserted that the Home Builders had failed to build the Property in accordance with the plans provided in its brochure and on its website. Specifically, that one of the bedrooms of the Property was significantly smaller than advertised.

The Home Buyer sought that the Home Builders provide an apology; recognise the significance and disappointment which was a direct result of the developer not being truthful until after completion; pay compensation in the sum of £13000.00 and; pay compensation in the sum of £200.00 for inconvenience.

### Defence

The Home Builders accepted that there was an error in their brochure regarding the size of the bedroom but they disputed the remedy sought. The Home Builders had offered £3000.00 in settlement but this offer was rejected by the Home Buyer.

### Findings

It was not in dispute that the Home Builders' brochure incorrectly quoted the dimensions of a bedroom. A was therefore satisfied that the Home Builders' sales and advertising material was not clear and truthful in breach of part 1.5 and that the Home Builders did not provide brochures or plans reliably showing the Property's layout in breach of part 2.1. However, A found that the Home Builders did provide a reasonable level of customer service and there was no breach of part 1.3. It was reasonable that the Home Builders apologise for the breaches but no losses had been proven and no other remedy was justified.

### Decision

The adjudicator found that the claim succeeded in part and awarded an apology. The Home Buyer's registration fee was not reimbursed.

## **Complaint**

The Home Buyer's claim concerned access over his property and the quality of the build. The Home Buyer stated that the Home Builders had failed to make him aware that he had steps on his property for which he carried public liability and maintenance responsibility. The Home Buyer also submitted that there were problems with the quality of the external brickwork and the Home Builders failed to deliver the 5 Star quality home promised.

The Home Buyer asserted that the Home Builders were in breach of s.2.1 of the Consumer Code for Home Builders – Pre-purchase information.

The Home Buyer sought compensation in the sum of £15,000.00 (included in this figure was compensation in the sum of £250.00 for inconvenience).

The Home Buyer also requested that the Home Builder take practical action, specifically, Option 1: move the steps on to the land adjacent to the present position which is to be adopted by the local council. Option 2: Move the access to a central position on the site closing off the access at the end to prevent the public using the walkway as an alternative to the normal path (often blocked by parking). Option 3: Remove the steps and provide ramp access on the land to be adopted. Providing disabled access.

## **Defence**

The Home Builders denied liability.

The Home Builders submitted that the steps and property boundaries were shown across on a number of plans. These plans were shown to the Home Buyer at meetings, records of which were kept and signed by the Home Buyer. The consequential need for public liability insurance was also discussed and recorded on the meeting notes. Correspondence also showed that the Home Buyer was aware of the communal access over his property. In respect of the Home Buyer's complaint about build quality, the matter has been assessed by an independent contractor and the recommendations made by the contractor have been followed.

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

## **Findings**

The evidence submitted supported the Home Builders' submission that the Home Buyer had signed meeting notes to confirm that plans which showed the steps on the property had been shown to him. Correspondence submitted in evidence also indicates that at the time of purchase the Home Buyer was not only aware of the steps on his property but also his liability, and despite concerns proceeded with the purchase nonetheless.

The Home Buyer's complaints about build quality fell outside the scope of CCHBAS.

## **Decision**

The claim was unable to succeed. The Home Buyer's registration fee was not reimbursed.

### **Complaint**

The Home Buyers alleged that the Home Builders failed to give them sufficient information regarding the slope to the garden which prevented them from making a suitably informed decision prior to purchase, in breach of clause 2.1 of the Code. The Home Buyers requested that the Home Builders provide a practical action to level the garden.

### **Defence**

The Home Builders submitted that it informed the Home Buyers that the garden was sloped at reservation and denied the Home Buyer's claim that they verbally agreed to level the garden as much as possible without adding that they could only work within existing ground levels. The Home Builders offered the Home Buyers to take a practical action to remedy the situation prior to the Home Buyers' application however this was rejected by the Home Buyers.

### **Findings**

The adjudicator was satisfied that the Home Builders made the Home Buyers aware that the garden was sloped prior to their purchase of the property and therefore that the Home Builders provided the Home Buyers with sufficient pre-purchase information to enable them make a suitably informed decision in regards to the purchase of the property. As a consequence, the adjudicator found no evidence that the Home Builders breached a requirement of the Code. Further, there was insufficient substantive evidence that the Home Builders agreed to level the garden any more than was possible due to the existing ground levels.

### **Decision**

The adjudicator found that the claim did not succeed and the Home Builders were not liable to provide the remedy sought or reimburse the Home Buyers' their registration fee.

## Adjudication Case 04 – February 2015 – 117150002

### **Complaint**

The Home Buyers alleged that the Home Builders failed to provide them with any written information regarding the reservation deposit at reservation and refused to refund it once the reservation cancelled despite verbal advising that the fee was fully refundable. The Home Buyers sought compensation of £1200.00 in compensation for the return of the deposit in full plus the costs incurred (£200.00 legal fees) plus £250.00 inconvenience plus £250.00 for inconvenience.

### **Defence**

The Home Builders submitted the contract and the reservation agreement provides that where the buyer cancels, the vendor agrees to pay back the reservation fee less any reasonable administrative and other costs incurred in processing and holding the reservation. The Home Builders submits that withholding the £1,000.00 fee is more than reasonable for their solicitor's abortive costs and all the time they spent in trying to finalise this deal. No offer of settlement had been previously made by the Home Builders.

### **Findings**

The Home Builders breached clause 2.6 of the Code as they did not provide the Home Buyers with any Reservation Agreement and did not inform the Home Buyers of how and when the reservation period would end and of the nature and extent of the potential costs of deductions in the event the sale did not proceed

### **Decision**

The adjudicator found that the claim succeeded in part and awarded the Home Buyers compensation of £1200.00 being the balance of the reservation fee and legal costs. The Home Buyers were also awarded £250.00 for inconvenience and their registration fee was reimbursed.

### **Complaint**

The Home Buyer's claim concerned electrical specification matters. The Home Buyer asserted that the Home Builders had failed to provide a light switch near the French doors into the garden for the internal lights in the lounge, and the only light switch for the lounge lighting was across the room next to the door from the hall. The Home Buyer submitted that a switch by the French doors was required to enable safe entry and exit to and from the property. The Home Builder also submitted that the electrical protection system needed an additional circuit breaker to provide protection for the boiler. The Home Buyer sought compensation of £1,300.00 including £250.00 for inconvenience.

### **Defence**

The Home Builders denied liability. The Home Builders submitted that at the time of the purchase the property was complete so the locations of all switches and the set up of the consumer unit were there for the Home Buyers to see. The Home Builders further submitted that the property has been inspected and passed by both Building Control and NHBC.

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

### **Findings**

The adjudicator found that these issues did not relate to any obligation on the Home Builders under the Consumer Code for Home Builders, and the Home Buyer had not shown that the Home Builders had breached a requirement under 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 alleged that the Home Builders changed the design and construction of the Home and did not inform him of the changes. The changes included differing ground levels, a slope to the front garden and removal of a retaining wall. The Home Buyer sought compensation of £15000.00 towards the cost of rectifying the alterations and £250.00 for inconvenience.

### **Defence**

The Home Builders submitted that there was no change to the design, construction or materials used in the Home that significantly and substantially altered its size, appearance or value. The changes were minor changes and were in fact in betterment of the levels than shown on the plan, and not detrimental, as claimed. No offer of settlement had been previously made by the Home Builders.

### **Findings**

The Home Builders breached clause 3.1 of the Code as they made changes to the plan and design of the Home that significantly and substantially altered the Home's appearance and they did not inform the Home Buyer or consult with him about the changes.

### **Decision**

The adjudicator found that the claim succeeded in part and awarded the Home Buyer compensation of £11,210.00 being the reasonable cost to rectify the alterations. The Home Buyer was also awarded £250.00 for inconvenience and his registration fee was reimbursed.

### **Complaint**

The dispute concerned an infestation of Pharaoh ants at the Property. The Home Buyer submitted that a pest control expert who inspected the Property was of the opinion that the ants originated from the hospital grounds on which the property had been built and that the Home Builders should therefore take responsibility for resolving the issue as it arose from improper treatment of the land prior to sale.

The Home Buyer also submitted that the Home Builders gave no guidance around further options for resolving the dispute and he was given the impression that the Home Builders' decision was final.

The Home Buyer sought an explanation; compensation in the sum of £250.00 for inconvenience and requested "Payment with regard to treatment already underway with pest control company.(£723.60 already paid) Take responsibility for any further treatment required in resolving this problem."[sic]

### **Defence**

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

### **Findings**

The infestation issue did not relate to any obligation on the Home Builders under the Code and could not be considered.

There was no evidence to show that the Home Builders had a system and procedure for receiving, handling and resolving complaints in line with the Code including information signposting Home Buyers to methods of resolution should a dispute arise.

### **Decision**

The adjudicator found that the claim succeeded in part. The adjudicator directed that the Home Builders pay the Home Buyer compensation in the sum of £200.00 for inconvenience caused. The Home Buyer's registration fee was also reimbursed.



## **Complaint**

The Home Buyer submitted that the Home Builders misinformed him about the gradient of the rear garden and that a pre-existing stone retaining wall in the garden was concealed and not visible until a few weeks prior to completion.

The Home Buyer also submitted that he had also experienced other issues with regards to not receiving acknowledgements or responses to complaint letters, despite the Home Builders' procedure to acknowledge complaints within three working days and respond in full in 20 days.

The Home Buyer sought an apology; an explanation; compensation in the sum of £120.00 to cover the cost of raising the claim; and compensation in the sum of £250.00 for inconvenience.

The Home Buyer also requested that the Home Builders take practical action, specifically, "I require [the Home Builder] to demolish the existing retaining wall and construct a new suitable retaining structure at the end of the plot boundary, in accordance with what I and other people were informed at time of property purchase." [sic]

## **Defence**

The Home Builders accepted that the information given could be considered inadequate. An added complication also came to light during their investigation of the complaint. The Home Builders stated that an area of land has been incorrectly subsumed within the boundaries of the land sold to the Home Buyer. This land has also been mistakenly registered to the Home Buyer by the Land Registry. No offer of settlement had previously been made by the Home Builders.

## **Findings**

The Home Builders failed to provide clear and accurate information about the Property's rear garden in breach of its obligations.

The adjudicator also accepted, on a balance of the evidence, the Home Buyer's submission that correspondence had not been acknowledged or fully responded to within the stated timeframe.

## **Decision**

The adjudicator found that the claim succeeded in part. The adjudicator directed that the Home Builders provide the Home Buyer with an apology; pay compensation in the sum of £250.00 for inconvenience caused and compensation in the sum of £120.00 to cover the cost of the case registration fee.

However, in respect of the Home Buyer's request for practical action, the adjudicator found that an issue about the plot boundary had now arisen: an issue which was not the subject of the original claim and which potentially touched on claims in relation to the land conveyed and its registered title – which falls outside the scope of CCHBAS adjudications. The adjudicator found that as the boundary issue was unresolved, the matter falls outside their remit and it would be inappropriate to make any directions with regards to the Home Buyer's request for practical action.

**Complaint**

The Home Buyer asserted that the Home Builders acted incorrectly in granting access rights to the estate road to another property and erecting fences contrary to the plans.

The Home Buyer sought compensation of £15,000 plus £250.00 for inconvenience. He also sought that the Home Builders build a connecting road and relocate fencing.

**Defence**

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

**Findings**

The Home Builders breached clause 1.5 as the information provided about those properties which would have access to the estate road was not clear and truthful. However the Home Buyer had not proven any loss suffered as a result of this breach. The Home Buyer had also not proven any breach of the Code in regards to the fencing.

**Decision**

The adjudicator found that the claim did not succeed.

The Home Buyer's registration fee was not reimbursed.

**Complaint**

The Home Buyers asserted that there were a number of issues relating to defects and damage in the Property; that the Property had not been built as advertised and; that there had been numerous breaches of Code in relation to the customer service provided.

The Home Buyers sought compensation of £13,765.92 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 breached clauses 1.2, 1.5, 2.3, 3.2, 4.1, 4.2, and 5.1. These were all related to customer service and caused the Home Buyers stress and inconvenience but no financial loss.

**Decision**

The adjudicator found that the claim succeeded in part.

The Home Builders were directed to pay £250.00 compensation for inconvenience. The Home Buyers' registration fee was not reimbursed.

**Complaint**

The Home Buyer asserted that the Home Builders failed to advise that they did not have planning permission; made changes to the Property without notification or consent and; failed to deal with her complaints properly.

The Home Buyer sought action; compensation of £15,000.00 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 breached clauses 1.3, 2.1 and 5.1. They did not provide the Home Buyer with relevant pre-purchase information regarding planning permission; they failed to provide any brochure or plan reliably showing the layout and appearance of the garden and; they did not provide reliable and consistent customer service and complaints were not dealt with in a reasonable timeframe. The Home Buyer did not think any action could be taken and sought compensation, however no evidence of loss was provided. It was however accepted that inconvenience had been caused.

**Decision**

The adjudicator found that the claim succeeded in part.

The Home Builders were directed to pay £250.00 compensation for inconvenience. The Home Buyer's registration fee was not reimbursed.

### **Complaint**

The Home Buyers alleged that there were unacceptable delays to the construction of the property and when after numerous deadlines were missed and nearly 8 months after the first deadline was missed, they decided to rescind the sales contract and resume their search. As a result they suffered a significant monetary loss. They also had to chase the Home Builders for information on the progress of the build. The Home Buyers seek £15,000.00 for the increased house prices due to inflation.

### **Defence**

The Home Builders accepted that there were delays to the construction of the property however it advised the Home Buyers of the delay and provided dependable information at the time in regards to the likely completion date. When the Home Buyers decided to rescind the contract they apologised that they deemed it necessary to do so and they repaid the out of pocket expenses incurred by the Home Buyers. They deny liability for the Home Buyers' claim.

### **Findings**

The Home Builders breached clause 5.1 of the Code as they had a duty to deal with the Home Buyers' complaints in a reasonable manner and within a reasonable timeframe and did not always do this. A breach of clause 3.2 was also established as they failed to give the Home Buyers reliable and realistic information about when construction of the Home may be finished, the date of Legal Completion, and the date for handover of the Home.

### **Decision**

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyers £250.00 for inconvenience and provide an apology and their registration fee was reimbursed however the Home Buyers had failed to evidence the financial loss claimed for therefore this element of their claim failed.

### **Complaint**

The Home Buyers alleged that promised work to the parking bay is still outstanding and garden shrubs have not been correctly planted despite their numerous complaints to the Home Builders. Further, the Home Builders failed to clear up the dirt pollution left on their front pathway; a bin shed was erected in close proximity of their Home without prior notification and; their carpet no longer sits correctly due to the Home Builders fixing an issue with the bedroom floor. These were breaches of clauses 1.5, 2.1, 3.1 and 5.1 of the Code.

### **Defence**

The Home Builders accepted that work to the parking bay delineation and signage was outstanding and that any planting which failed in the first 12 months will be replanted. However they denied any breach in regards to alleged dirt pollution and scratches to the windows. The Home Builders submitted that it gained approval for the erection of the bin shed although they agreed to landscape the area around the bin shed. Further, the Home Builders agreed to arrange for their carpet fitter to attend the Home and refit the small area of carpet in the bedroom.

### **Findings**

The Home Builders breached clause 5.1 of the Code as they had a duty to deal with the Home Buyers' complaints in a reasonable manner and within a reasonable timeframe and did not always do this.

### **Decision**

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to take the practical actions: complete work to the parking bays; ensure that the approved landscape scheme surrounding the bin shed is carried out; and replace 5 shrubs and beech hedging in the garden of the Home as requested by the Home Buyers and promised by the Home Builders. The Home Buyers were also awarded £250.00 for inconvenience and their registration fee was reimbursed.

**Complaint**

The Home Buyers alleged that a section of the boundary wall of the Home had not been built to the correct height by the Home Builders. The Home Buyers requested that the Home Builders pay £425.00 for corrective works and pay compensation of £250.00 for the inconvenience suffered.

**Defence**

The Home Builders submitted that it made the Home Buyers aware of the height of the boundary wall at reservation and that in any event the part of the wall in question is only slightly below the height indicated in the plans. 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 height to the wall constitutes a minor change to the plan which they did not inform the Home Buyers of.

**Decision**

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyers £340.00 for corrective works which was deemed a reasonable sum. The Home Buyer was also awarded £250.00 for inconvenience and his registration fee was reimbursed.

### **Complaint**

The Home Buyers alleged that information in the contract they signed on 27 September 2013 in regards to the completion date of the Home was misleading and did not conform to the requirements in the Consumer Builders Code of Practice. In addition several more dates given for completion throughout last year were totally unrealistic and were not adhered to. As a result of these issues they have incurred a financial loss and have suffered significant stress and inconvenience. The Home Buyers seek £6202 for alternative accommodation costs incurred.

### **Defence**

The Home Builders submitted that they provided the Home Buyers with what was dependable information at the time. Events that occurred subsequent to the imparting of that information made the dates that were given unachievable. The Home Buyers were made fully aware of the reasons for the delay and were advised throughout the period when there were changes to any completion dates given, due to unforeseen circumstances that arose during the construction of the development. The Home Builders submit that they gave the Home Buyers the opportunity to rescind the contract in April 2014 despite them not being in breach of contract. They previously paid £1.000 to the Home Buyers for the build delays however made no offer of settlement. The Home Builders deny liability.

### **Findings**

The Home Builders breached clause 3.2 of the Code as they failed to give the Home Buyers reliable and realistic information about when construction of the Home may be finished, the date of Legal Completion, and the date for handover of the Home.

### **Decision**

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyers £3327 in compensation for accommodation costs incurred as a result of the Home Builders' breach of the Code. The Home Builders were also required to pay £250.00 for inconvenience and reimburse the Home Buyer's registration fee.



### **Complaint**

The Home Buyer alleged that the Home Builders incorrectly cancelled the reservation agreement and increased the price of the home. The Home Buyer also stated that the Home Builders provided inconsistent advice in relation to the reservation agreement, its cancellation and the purchase of the property. In addition, the Home Buyer alleged that the Home Builders had incorrectly remarketed the home. The Home Buyer purchased the home at the increased price and sought compensation in the sum of £2500.00 (representing the loss incurred as a result of the price increase and the stress and inconvenience suffered). In addition, the Home Buyer requested an apology.

### **Defence**

The Home Builders submitted that the reservation agreement had not been incorrectly cancelled and that the price increase was valid. The Home Builders claimed that the reservation agreement was to expire after 28 days of the despatch of contract papers. The Home Builders stated that as contracts had not been exchanged before the expiration of the reservation agreement, the reservation agreement was correctly cancelled. Therefore, the Home Builders submitted that the Home Buyers claims are invalid. No offer of settlement had been previously made by the Home Builders.

### **Findings**

The Home Builders breached clause 2.6 of the Code by cancelling the reservation agreement before its expiration and by remarketing the home before the expiration of the reservation agreement. It was accepted that the Home Builders provided the Home Buyer with conflicting advice after the cancellation of the reservation agreement. Therefore, the Home Builders also breached clause 1.3 of the Code.

### **Decision**

The adjudicator found that the Home Buyer's claim succeeded in part. The adjudicator awarded the Home Buyer £250.00 for the inconvenience suffered as a result of the incorrect cancellation of the reservation agreement and directed the Home Builders to provide an apology. However, the adjudicator found that the Home Buyer had not proven any further loss. The adjudicator also directed that the registration fee be returned by the Home Builders.

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### Complaint

The Home Buyers submitted that there is a problem with water ingress in the property. During periods of rain, water leaks from the ceiling in the living room. The problem was discovered on the first night the family moved into the property and has continued for the past two years. Every time the Home Builder attends the property, it is stated that the issue has been resolved. However, this is not the case and the problem arises again and again.

They have a young daughter and have been concerned about health and safety. As a consequence they were forced to find temporary accommodation. In addition, they could not write the complaint themselves and sought the assistance of a third party to prepare their case.

The Home Buyers also raised a complaint about poor customer service and the manner in which the Home Builder handled their complaint during the period.

The Home Buyers sought an apology; an explanation; compensation in the sum of £250.00 for inconvenience; and compensation in the sum of £14,653.55 (comprising of £13,499.55 for loss of property value; £138.74 for plane tickets; £60.00 for airport transfers; £345.85 for temporary accommodation; £490.00 to cover the cost of a third party preparing their case; and £120.00 refund of the CCHBAS registration fee).

### Defence

The Home Builders accepted that leaks had occurred within the property but contended that on each occasion it had responded to and remedied the problem. The Home Builder also contended that the Home Buyers have not used and exhausted its complaints procedure and therefore the pre-condition for bringing an application under the terms of CCHBAS has not been met.

### Findings

The Home Buyers' complaint about water ingress did not relate to any obligation on the Home Builder under the Code and could not be considered.

The evidence showed that the Home Buyers had raised a complaint to the Home Builder on numerous occasions to a number of individuals. The adjudicator was therefore satisfied that the Home Buyers had given the Home Builder a reasonable opportunity to investigate and resolve the matter.

The adjudicator also found that due to the manner in which the Home Builder had handled the Home Buyers' complaint, the Home Builder had breached sections 1.4 and 5.1 of the Code.

### Decision

The adjudicator found that the claim succeeded in part. The adjudicator directed that the Home Builders provide the Home Buyer with an apology; pay compensation in the sum of £250.00 for inconvenience caused and compensation in the sum of £120.00 to cover the cost of the case registration fee.

### **Complaint**

The Home Buyer alleged that the Home Builders hung the garage door incorrectly; fitted the landing window with glass different to that shown in the show home; laid paving slabs unevenly and also that areas of the garden sunk. The Home Buyer requested that the Home Builders remedy the issues and pay compensation of £120.00 for the inconvenience suffered.

### **Defence**

The Home Builders submitted that no alterations were made to the garage door and landing window at the Home after exchange of the contracts and that the claim of uneven paving slabs had already been considered by the NHBC. The Home Builders asserted that the garden has been levelled as much as possible. No offer of settlement had been previously made by the Home Builders.

### **Findings**

The Home Builders breached clauses 2.1 and 3.1 of the Code as they did not provide appropriate pre-purchase information regarding the garage door and that the incorrect hanging of the door constitutes a minor change to the plan which they did not inform the Home Buyer of. The claim regarding paving slabs was outside the remit of the Scheme and no other breaches were found.

### **Decision**

The adjudicator found that the claim succeeded in part and that the Home Builders were liable for the practical action requested to fit a new garage door to open correctly. The Home Buyer was also awarded £120.00 for inconvenience and his registration fee was reimbursed.

### **Complaint**

The Home Buyers claimed that the Home Builders breached clause 3.2 of the Code as they did not provide regular updates in regards to the progress of the construction of the Home. Further, the Home Builders did not deal with their complaints in an acceptable manner, in breach of clause 5.1 of the Code. There were also significant works that remained outstanding at the point of handover of the Home. Whilst the Home Builders have addressed some of these, works have still not been completed. The Home Builders also charged an unfair fee for extra work. They have suffered a financial loss as a result of the issues.

### **Defence**

The Home Builders submitted that they provided the Home Buyers with reliable information in respect to the expected completion date and submit that as soon as they became aware of any changes, the Home Buyers were advised accordingly. As a gesture of goodwill they refunded the Home Buyers the deposit on their holiday arranged which they missed due to the delay. They made attempts to respond to the Home Buyers' complaints. They deny liability for any financial loss incurred as a result of works not completed at the point of handover of the Home as this is excluded in the sales contract. The Home Builders submit that the fee charged for extra work was a standard charge. The Home Builders made no offer of settlement and deny liability.

### **Findings**

The Home Builders breached clause 3.2 of the Code as they failed to give the Home Buyers reliable and realistic information about when construction of the Home may be finished, the date of Legal Completion, and the date for handover of the Home. Further, the Home Builders breached clauses 4.1 and 5.1 due to its failure to provide the Home Buyers with a reasonable and accessible after-sales service and deal with all complaints within a reasonable timeframe. The claim in relation to the fee charged for extra work was not covered by the Code.

### **Decision**

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyers £1265.00 in compensation for accommodation costs incurred as a result of the Home Builders' breaches of the Code. The Home Builders were also required to pay £250.00 for inconvenience, reimburse the Home Buyer's registration fee and provide an apology and explanation.

### **Complaint**

The Home Buyer asserted that the Home Builder gave him inaccurate information about the completion date. The Home Buyer submitted that he entered into the reservation agreement in July 2013, and although he was given an estimated completion date of November/December 2013, the actual completion date was October 2014. The Home Buyer sought compensation in the sum of £15,000.00 (including £250.00 for inconvenience); an apology; and an explanation.

### **Defence**

The Home Builder denied liability. The Home Builder submitted that in September 2013, the Home Buyer was informed that there was a delay in obtaining planning consent for an area adjacent to his property and as a result it did not expect the Home Buyer to exchange contracts on the purchase of the Property until such time that it could confirm that the planning layout did not affect the Property. No offer of settlement had previously been made by the Home Builders.

### **Findings**

There was no evidence to show that the Home Builder made the Home Buyer aware that construction of his home was dependent on the planning application for the adjacent plot. Nor has the Home Builder shown that the Home Buyer should have been reasonably aware of the impact of the planning application on the construction of the Property.

The Home Builder breached sections 2.1, 3.2, 1.3, 5.1, 1.4 and 1.2 of the Code.

### **Decision**

The adjudicator found that the claim succeeded in part. The adjudicator directed that the Home Builder pay the Home Buyer compensation totaling £9,772.00 for temporary accommodation, a mortgage application fee, a mortgage extension fee, the cost of mail re-direction and compensation for inconvenience. The Home Buyer's registration fee was also reimbursed. The adjudicator also directed that the Home Builder provide the Home Buyer with a written apology for the stress and inconvenience caused.

### **Complaint**

The Home Buyer alleged that the Home Builders had breached numerous parts of the Code.

The Home Buyer sought compensation of £13181.00 plus £250.00 for inconvenience. He sought that the Home Builders take action to resolve outstanding issues, provide an apology and an explanation.

### **Defence**

The Home Builders denied liability for the majority of the claim. They had previously offered £3866.00 in settlement which was rejected.

### **Findings**

The Home Builders breached clauses 1.2, 1.3, 1.5, 3.1, 3.2, 4.2, 5.1. It was accepted that the Home Buyer was entitled to the cost of mirrors that were not installed as advertised and the cost of his hotel stays occasioned due to works taking longer than advised and expected. He was also entitled to an apology and £250 for inconvenience in light of the stress caused by the numerous breaches of the Code that were proven. However the majority of his claim was either outside the scope of the scheme or unsubstantiated and therefore unable to succeed. The claim for an explanation was unsuccessful as one had already been provided in the defence.

### **Decision**

The adjudicator found that the claim succeeded in part. The Home Builders were directed to pay £2465.30 in compensation plus £250.00 compensation for inconvenience. Further, the Home Builders were directed to provide the Home Buyer with manuals for the wet room extractor fans, smoke and CO2 alarms and, carry out a home demonstration for the heating system. Furthermore, the Home Builders were to provide the Home Buyer with a written apology. The Home Buyer's registration fee was not reimbursed.

### **Complaint**

The Home Buyers submit that at the time of reservation they were incorrectly informed that there would be no vehicular access from a slip road located opposite their property and that a fence would be erected to prevent access.

The Home Buyers sought practical action, specifically, “There should be no vehicular access as originally stated otherwise we require recompense”[sic] and compensation in the sum of £7,500.00 (including £250.00 for inconvenience).

### **Defence**

The Home Builder denied liability. The Home Builder submitted that there was no reference to a fence in the plans viewed and signed by the Home Buyers at the time of reservation.

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

### **Findings**

A drawing submitted by the Home Builder in fact indicated that there was to be a barrier across the entrance to the access road. The evidence also showed that over a significant period of time following the purchase of the property members of staff assured the Home Buyers that a fence would be erected. The adjudicator therefore found that the Home Builder had incorrectly informed the Home Buyers that there would no vehicular access from a slip road opposite the Property.

The Home Builder breached section 2.1 of the Code.

### **Decision**

The claim succeeded in part. The adjudicator directed that the Home Builder should either prevent vehicular access from the slip road opposite the property or pay the Home Buyers the sum of £5,000.00 in compensation. The Home Buyers’ registration fee was also reimbursed.

### **Complaint**

The Home Buyer stated that the Home's boundary had been adjusted by the Home Builders without notice or agreement to do so, which had resulted in a significant reduction to the size of the garden area. The Home Buyer also alleged that the level of customer service provided by the Home Builders had been unsatisfactory, that there was a delay to the construction of the Home and that the Home was delivered in an unsatisfactory condition on completion.

The Home Buyer sought £15,000.00 for the loss incurred (including £250.00 for inconvenience) and for the Home Builders to "adjust boundary in accordance with original contract".

### **Defence**

The Home Builders denied liability, on the basis that claims for loss relating to conveyed land and its registered title fall outside the scope of the scheme.

The Home Builders had previously given a goodwill payment of £250.00 to the Home Buyer.

### **Findings**

The adjudicator found that the adjustment to the boundary was significant, and that the Home Builders therefore breached sections 3.1 and 3.3 of the Code by failing to formally consult with the Home Buyer and obtain his acceptance of the changes to the boundary before proceeding with the sale. The Home Builders also breached section 3.2 of the Code by providing the Home Buyer with inconsistent advice in relation to the date on which the Home would be constructed and the date of completion. The Home Builders also breached section 5.1 of the Code by failing to respond to the Home Buyer's complaint within a reasonable timeframe.

### **Decision**

The claim succeeded in part. In view of the loss of over 32 square metres of land from the Home as a result of the boundary adjustment, the adjudicator directed the Home Builders to pay compensation of £10,000.00 to the Home Buyer. 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.



### **Complaint**

The Home Buyer submitted that the Home Builder made changes to the layout of the property and withheld notification of these changes for four weeks after the Reservation date. The Home Buyer also submitted that the Home Builder had failed to provide floor to ceiling measurements for an area in the property.

The Home Buyer sought compensation in the sum of £14,587.39 included in this sum was £250.00 compensation for inconvenience. The Home Buyer also requested practical action, specifically: “Reimbursement of costs, including time;” “Evidence that Chase have reviewed their procedures;” and “Public reprimand.”

### **Defence**

The Home Builders submitted that its brochure expressly allowed for alteration and variation of design and specification. However, it acknowledged that changes had been made to the layout and that these changes had not been communicated to the Home Buyer “very well.” The Home Builder also acknowledged that it had failed to provide floor to ceiling measurements for the area concerned.

### **Findings**

The adjudicator found that the Home Builder’s failure to clearly and timeously communicate a change in the layout to the Home Buyer, and the Home Builder’s failure to provide floor to ceiling measurements was a breach of s.2.1 of the Code.

The adjudicator also found that the Home Builder had failed to provide clear and truthful information in its sales brochure both at the time of the Reservation and after a complaint about the very issue had been raised in breach of s.1.5 of the Code.

### **Decision**

The adjudicator directed that the Home Builder pay the Home Buyer compensation in the sum of £250.00 for inconvenience caused. However, for the remainder of the sum claimed, the Home Buyer had not shown that the Home Builder was liable to meet the cost of other losses claimed such as solicitors’ fees, local authority searches, bankruptcy searches, the cost of a mortgage valuation; loss of interest on the Reservation fee; and £12,405.24 loss of time and earnings.

The adjudicator also found that any direction in relation to the Buyer’s request for “Evidence that Chase have reviewed their procedures,” fell outside the scope of the Scheme. The Home Buyer’s request that the Home Builder be given a “public reprimand” could also not be considered as under the CCHBAS Rules details of proceedings were confidential.

The Home Buyer’s registration fee was reimbursed.

**Complaint**

The Home Buyer alleged that the Home Builders failed to provide a realistic and reliable date for completion causing him to suffer considerable losses.

The Home Buyer sought an apology, an explanation, compensation of £13963.47 plus £250.00 for inconvenience.

**Defence**

The Home Builders did not submit a defence. They made no settlement offer.

**Findings**

The Home Builders breached clauses 3.2 and 5.1. They failed to provide the Home Buyer with reliable and realistic information and they failed to answer the Home Buyer's queries in a reasonable timeframe or at all.

**Decision**

The adjudicator found that the claim succeeded in part.

The Home Builders were directed to pay £2547.43 in compensation plus £250.00 compensation for inconvenience. Further, the Home Builders were directed to provide the Home Buyer with a written apology and explanation.

The Home Buyer's registration fee was not reimbursed.

### **Complaint**

The Home Buyers alleged that the Home Builders provided them with unclear or untruthful advertising material regarding the garden length which the Home Buyers submit is 14 feet less in length than verbally represented to them. The Home Buyers also claim that there were a large amount of outstanding snagging items and remedial works at handover. Further it was alleged that the Home Builders provided poor customer service and on site staff were rude and that the Home Builders did not handle the Home Buyers' complaint in a satisfactory manner. The Home Buyers requested £1500.00 in compensation for the missing land, £250.00 for inconvenience, a practical action and an apology.

### **Defence**

The Home Builders denied that there was a verbal agreement between its Sales Advisor and the Home Buyers regarding the length of the garden and denied any change in the plans. Further the snagging/remedial issues have been rectified and there are none outstanding. No offer of settlement was previously made by the Home Builders.

### **Findings**

There was insufficient evidence that the Home Builders breached clauses 2.1, 3.1 or 3.2 of the Code. The snagging issues and outstanding remedial works raised were outside the scope of the scheme however the Home Buyers' complaints raised in regards to these issues were considered it was found that the Home Builders were in breach of clauses 1.3 and 5.1 of the Code due to unsatisfactory customer service and complaint handling.

### **Decision**

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyers £250.00 in compensation for inconvenience and their registration fee was reimbursed. The Home Builders were also required to revisit snagging items they agreed to address but were not addressed or if they are unable to remedy the issues, provide an explanation to the Home Buyers as to why not.

### **Complaint**

The Home Buyers asserted that the Home Builder gave inaccurate information about the move in date; that the kitchen installed was not the kitchen discussed; and that the Home Builder provided poor customer service.

The Home Buyers sought compensation in the sum of £15,000.00 (included in this figure was compensation in the sum of £250.00 for inconvenience); an apology; and for the company to take practical action, specifically, “at [the Home Builder’s] cost – a replacement kitchen.”

### **Defence**

The Home Builders denied liability. An offer of settlement had previously been made by the Home Builders.

### **Findings**

The Home Builder breached section 1.4, section 1.5, section 2.1, section 3.2, and section 5.1 of the Code.

The Home Builder did not provided reliable and realistic information about the move in timescales. The Home Builder did not provide the Home Buyers with enough pre purchase information about the kitchen in the Property to enable them make a suitably informed purchasing decision. The Home Builder did not provided any evidence to substantiate the existence of a formal complaints handling procedure or any evidence to show that the Home Buyers were informed of the procedure in writing. The evidence also showed that staff were not familiar with their responsibilities under the Code.

### **Decision**

The adjudicator found that the claim succeeded. The adjudicator directed that the Home Builder make a contribution of £4,500.00 plus VAT towards the cost of a replacement kitchen; pay compensation in the sum of £250.00 for inconvenience; and provide the Home Buyers with a written apology.

The Home Buyers’ registration fee was also reimbursed.

### **Complaint**

The Home Buyers stated that the interior and exterior paintwork of the Home had deteriorated due to poor quality of work carried out by the Home Builders. The Home Buyers also submitted that the Home Builders had provided an unsatisfactory standard of customer service.

### **Defence**

The Home Builders did not provide a defence.

No previous offers of settlement had been made.

### **Finding**

The adjudicator found that the Home Buyers' complaint regarding the quality of workmanship did not fall within the scope of the adjudication scheme, and therefore could not be addressed. However, the customer service issues raised by the Home Buyers could be dealt with. The adjudicator found that the Home Builders breached section 4.1 of the Code as the Home Buyer was not provided with sufficient information of what the Home Builders' after sales service included, the procedure concerning whom the Home Buyers should contact and the Home Builders' complaint escalation process. The adjudicator found that the Home Builders breached section 5.1 of the Code as they failed to handle the Home Buyer's complaint within a reasonable timeframe.

### **Decision**

The claim succeeded in part. The adjudicator directed the Home Builders to pay £250.00 for the inconvenience caused, and to reimburse the Home Buyer's registration fee.

**Complaint**

The Home Buyers asserted that the Home Builder failed to refund the reservation fee following cancellation of the reservation agreement.

**Defence**

The Home Builders did not provide a defence.

No previous offers of settlement had been made.

**Finding**

Adjudicator found the claim succeeded in part. The Home Buyers were awarded a refund of their reservation fee, a measure of compensation for inconvenience and the registration fee.

**Decision**

The Code requires the Home Builder to refund a reservation fee in the event of cancellation (minus any reasonable costs incurred which should be detailed in the reservation agreement). The reservation agreement made no reference to reasonable costs being deducted but merely stated that the fee was non-refundable in its entirety. This was a breach of the Code.

### **Complaint**

The Home Buyers alleged that there was a delay by the Home Builders in the build and legal completion of the Home causing them to incur additional costs. Further it was alleged that the Home Builders provided poor customer service and did not handle the Home Buyers' complaint in a satisfactory manner and that there were outstanding snagging items at completion.

### **Defence**

The Home Builders admitted that there was a delay in the build and legal completion of the Home but asserted that they kept the Home Buyers informed about the progress of the build. The Home Builders had previously made an offer settle the complaint (£1000).

### **Findings**

The Home Builders breached clause 3.2 of the Code as they did not provide accurate or realistic information about when the Home was to be finished and certainty did not increase as the Home neared completion. The Home Builders were in breach of clauses 1.3 and 5.1 of the Code due to failure to provide an adequate level of customer service up to completion and unsatisfactory complaint handling. The snagging issues raised were outside the scope of the scheme.

### **Decision**

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyers compensation of £1119.19 for storage costs incurred and £562.50 for wasted holiday entitlement as a result of their breach of clause 3.2 of the Code. An amount of £250.00 was also awarded for inconvenience and their registration fee was reimbursed.

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### **Complaint**

The Home Buyer alleged that the Home Builders failed to provide pre-purchase information needed to enable him to make a suitably informed decision.

The Home Buyer sought compensation of £15,000 plus £250.00 for inconvenience.

### **Defence**

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

### **Findings**

The Home Buyer failed to prove a breach of part 2.1 as asserted. The adjudicator considered that the Home Buyer should have made his own enquiries and that it was not incumbent on the Home Builders to provide the particular information sought. No matters were raised in regards to complaint handling and therefore compensation on this basis was not justified.

### **Decision**

The adjudicator found that the claim did not succeed.

The Home Buyer's registration fee was not reimbursed.



### **Complaint**

The Home Buyer asserted that the brick colour of the Property agreed was not the brick colour provided. The Home Buyer also raised issues about the manner in which the company handled her complaint. The Home Buyer sought compensation in the sum of £957.00 (this sum included the £120.00 CCHBAS case registration fee) and an apology.

### **Defence**

The Home Builders did not deny liability and stated that subject to confirmation of receipts, it would reimburse the Home Buyer's costs. No offer of settlement had previously been made by the Home Builders.

### **Findings**

The Home Builders did not deny liability and stated that subject to confirmation of receipts, it would reimburse the Home Buyer's costs. The Home Buyer submitted these receipts to substantiate her claim for loss.

The Home Builder also breached section 5.1 of the Code as it had not shown that it had a system and procedures for receiving, handling and resolving Home Buyers' complaints.

### **Decision**

The adjudicator found that the claim succeeded. The adjudicator directed that the Home Builder pay the Home Buyer £957.00 and provide the Home Buyers with a written apology.

The Home Buyers' registration fee of £120.00 was reimbursed as part of the £957.00.

### **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 Builder address the sinking paving area at the front of the Property; provide proper bases for the bin stores; take responsibility in moving the marked parking bay that causes obstructed access. Further that the Home Builder 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 1.2, 2.2, 2.4, 3.1, 3.2, 4.1 and 5.1 of the Code. He was entitled to recover the accommodation and storage costs incurred as a result of the Home Builder's breach of part 3.2 and he was entitled to the full sum claimed for inconvenience due to the numerous breaches. However, the Home Buyer had not proven any breach of the Code which would have justified the other remedies claimed.

### **Decision**

The adjudicator found that the claim succeeded in part.

The Home Builder was directed to pay compensation in the sum of £6344.27 and compensation for inconvenience in the sum of £250.00.

The Home Buyer's registration fee was reimbursed.

### **Complaint**

The Home Buyer alleged that there was a delay by the Home Builders in the build and legal completion of the Home causing her to incur additional costs (£8821.40). Further it was alleged that the Home Builders failed to adequately investigate or reply to her complaints raised.

### **Defence**

The Home Builders' position is that they have already paid the Home Buyer a £1080.00 goodwill gesture for her costs incurred for the delayed completion of the Home and they deny any further financial compensation is due. Further, they have apologised and previously comprehensively responded to the points raised.

### **Findings**

The Home Builders breached clause 3.2 of the Code as they did not provide accurate or realistic information about when the Home was to be finished and certainty did not increase as the Home neared completion. The Home Builders breached 5.1 of the Code due to unsatisfactory complaint handling.

### **Decision**

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyer compensation of £3185.70 for additional costs incurred as a result of their breach of clause 3.2 of the Code. An amount of £250.00 was also awarded for inconvenience and the Home Buyer's registration fee was reimbursed as well as an apology awarded.

### **Complaint**

The Home Buyers alleged that the Home Builders changed the construction of the bathroom and en-suite without their agreement in breach of clause 3.1 of the Code. Further they claimed that the Home Builders failed to adequately deal with their complaint in breach of clause 5.1 of the Code. The Home Buyers requested that the Home Builders remedy the issue or pay them £4,128.00 in compensation to cover the cost of rectification and pay compensation of £250.00 for the inconvenience suffered.

### **Defence**

The Home Builders submitted that there was a change to the construction of the bathroom and en-suite resulting in no tiled ledges in these rooms however it did not amount to a breach of the Code. No offer of settlement had been previously made by the Home Builders.

### **Findings**

The Home Builders breached clause 3.1 of the Code as they did not inform the Home Buyers of the change to the construction of the bathroom and en-suite however as it was not found to significantly or substantially alter the appearance, size and value of the Home, the Home Builders were not liable to rectify the issue or pay compensation for this. The Home Builders were in breach of clauses 4.1 and 5.1 of the Code due to an unsatisfactory after sales service and unsatisfactory complaint handling.

### **Decision**

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyers £250.00 for inconvenience and their registration fee was reimbursed.

### **Complaint**

The Home Buyer alleged that the Home Builders withdrew from the sale in breach of the Code.

The Home Buyer sought that the Home Builders pay compensation of £15,000 plus £250.00 for inconvenience; that they provide an apology and an explanation and; that they allow him to complete the purchase.

### **Defence**

The Home Builder accepted it had breached part 2.6 of the Code but it denied liability for the majority of the claim. It made no settlement offer.

### **Findings**

The Home Buyer proved breaches of parts 2.1 and 2.6 of the Code. He was entitled to recover the costs incurred as a result of the Home Builders' breach. In the circumstances this meant that he could recover the costs incurred as a result of the Home Builders withdrawing from the sale. The full sum claimed for these losses was not awarded as not all of the losses were proven. The Home Buyer was entitled to the full sum claimed for inconvenience and also an apology. The Home Builders had already given an explanation within their Defence and it was impossible to complete the sale as the property had been sold to a third party.

### **Decision**

The adjudicator found that the claim succeeded in part.

The Home Builder was directed to provide an apology, pay compensation in the sum of £1890.25 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 Buyer asserted that the Home Builders failed to provide him with reliable and realistic information about the completion date and failed to deal with his complaints properly. The Home Buyer sought compensation of £7,234.60 including £250.00 for inconvenience.

### **Defence**

The Home Builders denied liability. The Home Builders had previously offered to cancel the sale contract in settlement of the Home Buyer's complaints.

### **Findings**

The Home Builders breached part 3.2 of the Code as they did not provide reliable and realistic information about the construction of the Home prior to exchange of contracts or at the time contracts were exchanged. However, the Home Buyer was provided with a reliable and consistent service and complaints were dealt with in a reasonable timeframe and so there was no breach of parts 1.3 or 5.1 of the Code. The only loss the Home Buyer proved was the additional expense of storage costs that he had incurred.

### **Decision**

The adjudicator found that the claim succeeded in part. The Home Buyer's registration fee was reimbursed.

### **Complaint**

The Home Buyers alleged that the Home Builders breached the following parts of the Code: 1.1, 1.2, 1.3, 1.4, 1.5, 3.1, 2.1, 2.3, 3.2, 4.1, 5.1 and 5.2. The Home Buyers requested an apology, compensation of £15,000 for the losses incurred as a consequence of the breaches and £250.00 for the inconvenience suffered. The Home Buyers provided evidence of correspondence, invoices and advertising material in relation to the sale of the Home.

### **Defence**

The Home Builders denied liability of any breaches of the Code and specifically addressed the claims made by the Home Buyers. In addition, the Home Builders provided evidence in support of their submissions.

### **Findings**

The Home Builders breached the following parts of the Code: 1.1, 1.2, 1.3, 1.4, 1.5, 2.1, 2.3, 3.2, 4.1 and 5.1 which the adjudicator found had caused the Home Buyers unnecessary inconvenience and stress. The adjudicator found that allegations raised by the Home Buyers concerning threatening behaviour and defamation could not be considered as such does not fall within the scope of the Code. Further, the Home Buyers claims in relation to the level of workmanship could not be considered as such concerns are considered by a separate body.

### **Decision**

The adjudicator found that the Home Buyers' claim succeeded in part. The adjudicator directed the Home Builders to pay £250.00 for the inconvenience and stress suffered by the Home Buyers as a result of the breaches. However, the adjudicator found that the Home Buyers had not substantiated their claim for the entire sum of £15,000. The adjudicator, based on the evidence provided and the parties' submissions, accepted that the Home Buyers had suffered a financial loss and stress and inconvenience as a result of the breaches. The adjudicator directed the Home Builders to pay compensation in the sum of £7175.35, an apology and a reimbursement of the registration fee paid by the Home Buyers.

### **Complaint**

The Home Buyers asserted that the Home Builder failed to provide a service that is compliant with the Code: failed to provide a copy of the Code; was misleading in its sales materials and sales activities; failed to provide sufficient pre-purchase information about a number of matters; provided incorrect information about the Home Warranty body; failed to explain its after-sales service; and provided poor customer service.

The Home Buyers sought £562.76 (included in this sum was compensation in the sum of £250.00 for inconvenience and reimbursement of the case registration fee); an apology; practical action; and explanations.

### **Defence**

The Home Builder accepted that that the service provided to the Home Buyer could have been of a higher standard but denied liability for a number of issues. No offer of settlement had previously been made by the Home Builders.

### **Findings**

The Home Builder has breached sections 1.1, 1.2, 1.3, 1.4, 1.5, 2.1, 2.3, 3.1, 4.1, and 5.1. of the Code

### **Decision**

The adjudicator found that the claim succeeded in part. The adjudicator directed that the Home Builder provide the explanations sought by the Home Buyer or advise the Home Buyer if it was unable to do so; reimburse the Home Buyer proven losses in the sum of £60.96; pay compensation of £250.00 for inconvenience; and reimburse the Home Buyer the cost of the case registration fee. The adjudicator also directed that the Home Builder with details of the management services as per its obligations under s.2.1 of the Code and provide the Home Buyer with all the guarantees and warranties required under s.4.1 of the Code.



### **Complaint**

The Home Buyer alleged that 1) he was forced to select from two recommended solicitors as a condition of sale; 2) the Property as a whole and also individual rooms were smaller than depicted on the floor plan, causing loss of value; 3) he was offered a gesture of goodwill that was never received, 4) there were tiles missing from the kitchen and the wooden flooring was in a very poor condition, 5) the BT landline and SKY connection were not available for two months despite being listed in the specification.

The Home Buyer sought that the Home Builders pay compensation of £10795.96 plus £250.00 for inconvenience.

### **Defence**

The Home Builders denied liability for the majority of the claim however they were willing to pay compensation in respect of the flooring and also a further sum as a goodwill gesture. It had offered £500.00 in settlement prior to adjudication which was rejected.

### **Findings**

The Home Builders breached parts 1.5, 2.5, 3.2 and 5.1 of the Code. Loss of property value is outside of the scope of the Code and; the goodwill gesture was rejected and therefore payment was not made. However the Home Builders' failure to deal with the complaint regarding the flooring caused the Home Buyer to incur losses which he should recover and, he was caused some inconvenience due to the lack of a BT landline and the initial restriction to his choice of solicitor for which he should receive compensation.

### **Decision**

The adjudicator found that the claim succeeded in part. The Home Builder was directed to pay compensation in the sum of £475.00 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 Buyer alleged that some snagging and outstanding work at handover of the Home remains incomplete. The Home Buyer sought compensation of £14650.00 for the cost of having the faults within the property rectified and reimbursement of his reasonable costs incurred.

### **Defence**

The Home Builders did not submit a defence statement or any evidence. An offer of £1000 was made for the faulty kitchen worktop.

### **Findings**

Snagging items are outside the remit of CCHBAS however it was found that the Home Builders breached clauses 4.1 & 5.1 of the Code as they failed to provide a reasonable after-sales service and complaints procedure through which the Home Buyer's complaints and reported snagging/remedial works were adequately addressed.

### **Decision**

The adjudicator found that the claim succeeded in part and that the Home Builders were liable to pay the Home Buyer £750.00 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. A recommendation was also made for the Home Builders to renew their offer to pay the Home Buyer £1000.00 in compensation for admitted poor workmanship however as this did not flow from a breach, the Home Builders' compliance was at its discretion. An apology was also given.

### **Complaint**

The Home Buyer alleged that the Home Builders had breached numerous sections of the Code.

The Home Buyer sought that the Home Builders provide an apology; provide an explanation; undertake various actions; 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. They had not made an offer of settlement.

### **Findings**

The Home Builders breached parts 2.1, 2.3, 2.4, 2.6, 3.1, 3.2, 4.2, and 5.1 of the Code. An apology was due but an explanation had already been given in the Defence. Some of the actions sought were justified but others did not serve to remedy a breach of the Code and were therefore not justified. The claim for compensation was not evidenced and on the whole was unjustified. The claim for inconvenience was justified in light of the breaches proven.

### **Decision**

The adjudicator found that the claim succeeded in part.

The Home Builder was directed to provide the Home Buyer with an apology; provide the Home Buyer with outstanding information; provide the Home Buyer with written details of all changes to the Property's appearance and; pay the Home Buyer compensation for inconvenience in the sum of £250.00.

The Home Buyer's registration fee was not reimbursed.

The Home Builder has breached section 2.6 of the Code

**Complaint**

The Home Buyer stated that he cancelled the Reservation Agreement but despite a number of requests the Home Builder has not refunded the £500.00 Reservation fee.

The Home Buyer sought compensation in the sum of £660.00 and an apology.

**Defence**

The Home Builder did not submit a defence.

**Findings**

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.

**Decision**

The adjudicator found that the claim succeeded. The adjudicator directed that the Home Builder pay the Home Buyer £500.00 to cover the cost of the Reservation fee and £160.00 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 Buyer claimed that the Home Builder failed to disclose important information in the leasehold agreement relating to the management company's parking control enforcement. The Home Buyer submitted that the Home Builder does not manage the estate as per the contract.

The Home Buyer sought an apology; an explanation; the Home Builder to "manage the land in accordance with all the documentation provided when we purchased the house"; compensation in the sum of £15000.00 and compensation for inconvenience in the sum of £250.00.

### **Defence**

The Home Builder did not accept any liability. The Home Builder submits that it provided adequate information to the Home Buyer at all stages and complied with all the requirements of the code.

The Home Builder submitted that issues relating to insufficient parking do not fall within the remit of the Code.

### **Findings**

The Home Builder had provided detailed information to the Home Buyer at all stages and also provided appropriate after sales services. The issues relating to the management company's alleged failure to manage the parking enforcement around the property do not fall within the remit of this scheme.

### **Decision**

The adjudicator found that the claim could not succeed.

### **Complaint**

The Home Buyer alleged that the Home Builders breached part 2.1 of the Code, as a result of the lack of information provided regarding the garden. The Home Buyer requested an explanation, compensation of £7,500 for the loss associated to the costs incurred in relation to the breach and £250.00 for the inconvenience suffered. In addition, the Home Buyer requested that the Home Builders take some action to rectify the breach, namely the levelling of his garden.

### **Defence**

The Home Builders denied liability of a breach of the Code and submitted that they had carried out works to decrease the slope in the garden, which would be further improved by the laying of turf. The Home Builders submitted that no promises were made to the Home Buyer that the garden would have been provided without a slope. They also submitted that no further action could be taken due to the land behind the garden being in occupation by a third party. However, the Home Builders accepted that the Home Buyer was not provided with an external plan as part of the reservation check list.

### **Findings**

The Home Builders breached 2.1 of the Code which the adjudicator found had caused the Home Buyer unnecessary inconvenience and stress. The adjudicator found that allegations raised by the Home Buyer in relation to the safety of the garden could not be considered as such did not fall within the scope of the Code.

### **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 breach. However, the adjudicator found that the Home Buyer had not substantiated his claim for the sum of £7,500. Further, it was accepted that the Home Builders had taken action to decrease the slope and the Home Buyer had failed to substantiate the need for further improvement for which the Home Builders were responsible for. An explanation had been provided in the defence and so, no further direction was made by the adjudicator. As the claim succeeded in part, the adjudicator directed the Home Builders to reimburse the registration fee to the Home Buyer.

### **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.

### **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.