

## **complaint**

Ms A and Mr M complain that National House-Building Council (NHBC) haven't put right various issues at their property, after accepting a claim on their building warranty policy seven years ago.

Although the complaint has been brought to us by both Ms A and Mr M, all correspondence has been with Ms A. So, for ease, I will mainly refer to Ms A in the body of this decision.

## **background**

Ms A and Mr M bought a new-build property in August 2013. The property was, and still is, covered by a ten-year NHBC building warranty policy.

Under section 2, the builder is responsible for putting right any 'damage' or 'defects' notified during the first two years of the policy. If there's a dispute between the homeowner and the builder about such issues, NHBC can, at its discretion, offer its 'resolution service' to try to resolve the matter. NHBC only becomes responsible for issues notified during the first two years if certain conditions are met. The conditions that are relevant to this complaint here, are: NHBC operated its resolution service and issued a 'resolution report' recommending action by the builder, and the homeowner accepted the findings, but the builder hasn't complied in the timeframe set by NHBC.

Under section 3, NHBC is responsible for putting right 'damage' to the parts of the property that are listed under this section, or 'defects' to a flue or chimney if there is a present and imminent danger, providing the issues are notified during the last eight years of the policy. For the parts covered under section 3, apart from flues and chimneys, there needs to be damage, not just a defect.

The policy defines 'damage' as any physical damage caused to the home by a defect. It defines a 'defect' as the breach of any mandatory 'NHBC Technical Requirement', as detailed in its published 'NHBC Standards'.

In the first two years of the policy, Ms A and Mr M reported a problem with the damp proof membrane and screed on the ground floor. NHBC operated its resolution service, and because the builder didn't comply, NHBC accepted responsibility for the claim. NHBC started works in October 2014.

Whilst repairing the original defect, NHBC caused damage to the property. NHBC accepted liability, but Ms A and Mr M were unhappy with the settlement it offered. In August 2016, an ombudsman at this service directed NHBC to pay £80,220 to Ms A and Mr M.

Ms A and Mr M brought a further complaint to this service involving about 30 other issues at their property – issues they thought the builder had caused and NHBC was responsible for under section 2 of the policy. In December 2017, an ombudsman decided that *most* of the issues weren't in our jurisdiction. This was because the issues had been raised within the first two years of the policy (*i.e.* section 2), and NHBC had either operated its resolution service and not recommended any action, or it hadn't offered its resolution service.

The ombudsman noted two issues had been settled (chimneys and roof tiles). He also noted two issues (items 2 and 5 in the below list) hadn't been raised during the first two years, so a section 3 claim would need to be made by Ms A and Mr M if they wanted these items to be considered by NHBC.

The ombudsman decided Ms A and Mr M's complaints about their bathroom floor tiles and upstairs doors were in our jurisdiction. In August 2018, the ombudsman directed NHBC to settle the tiles as per Ms A and Mr M's quotes. However, in February 2020, after further consideration, he decided the doors weren't in our jurisdiction, in respect of a section 2 claim, as the issue had been considered under NHBC's resolution service and no recommendations had been made.

In the meantime, Ms A and Mr M also complained that NHBC had caused damage to the upstairs doors whilst it had possession of the property. However, in May 2019, another ombudsman at this service didn't uphold their complaint.

In September 2020, one of our ombudsmen issued a further decision which agreed with the December 2017 decision, *i.e.* she decided the remaining items raised during the first two years weren't in our jurisdiction.

I'll turn now to the complaint that I'm considering here.

This is a relatively complex matter which has involved a number of claims, which have in turn led to a number of complaints to our service, made by Ms A and Mr M. My decision follows several decisions issued by other ombudsmen at this service, that have already addressed and/or decided elements of Ms A and Mr M's complaint. So, in order to give Ms A and Mr M a complete answer to their concerns, I've referred to the conclusions reached, and explanations given, in the earlier decisions.

However, to be clear, my findings in this decision will only address the elements that haven't been the subject of an earlier decision. Under our rules, it would only be appropriate for me to revisit an earlier decision if Ms A and Mr M had provided material new evidence that has only become available after the earlier decision was made – evidence which I think is likely to affect the outcome of the earlier complaint.

I've carefully considered all of the evidence provided by Ms A, and I'm satisfied none of that evidence would lead me to come to a different decision to those previously reached by my ombudsman colleagues. So, to be clear, when I refer to the conclusions reached, and the explanations given in the previous decisions, I'm doing so to provide clarification on the elements already decided at that point in time. I'm not deciding those elements afresh.

I have set out below the items that Ms A and Mr M have complained about, and are claiming for, under this complaint reference. Many of the arguments Ms A has made about these 21 items have already been addressed in the earlier decisions I've referred to. Throughout my decision, I will refer back to the below table to address Ms A's comments. I'll explain where an item and/or argument has already been dealt with in an earlier decision, and where that isn't the case, I'll give my decision.

Item	Description	Item	Description
1	Entrance canopy (porch)	12	Window sills, beads, frame seals
2	Noise (between rooms and floors)	13	Water ingress (garage door)
3	Mortar pointing	14	Shower door and bathroom seals
4	Garage concrete floor	15	French door
5	Plasterboard (garage/utility room)	16	Internal window frames
6	Noise (roof void)	17	Wardrobes
7	Downpipe	18	Radiators (hallway, kitchen/diner)
8	Blockwork	19	Perpend vents
9	Upper windows and render	20	Bellcast bead
10	External window and door issues	21	Insulation (roof void)
11	Expansion beads		

I'll set out the arguments Ms A has made about these 21 items in the section below, headed 'my findings'. But to summarise, Ms A would like:

- NHBC to pay for an independent surveyor to estimate the cost of rectifying the 21 outstanding issues, and for it to pay that sum to her and Mr M; and
- compensation for the distress and inconvenience that's been caused by the ongoing situation, and the impact on her health.

When responding to the complaint, NHBC said it wasn't responsible for the remaining items raised during the first two years of the policy, and it explained a section 3 claim wouldn't succeed for items 2 and 5.

The complaint has already been considered by one of our investigators. To summarise, she said that NHBC only needed to cover the cost of repairing some damage it had caused to items 1 and 7, by attaching fencing to the property during its works. She also said NHBC should compensate Ms A and Mr M £200, for not having addressed this issue.

NHBC accepted our investigator's findings. But Ms A disagreed, so the complaint has been passed to me to decide.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where evidence is inconclusive or incomplete, I have reached my decision on the balance of probabilities – this means I have determined what I consider is more likely to have happened, based on all the evidence that is available and the wider surrounding circumstances.

Ms A has made multiple submissions to our service. However, it's not our role to comment on every point made. It's for me to determine the crux of a complaint, and to address the issues I consider relevant to its outcome. I've carefully considered Ms A's submissions. Where I haven't directly commented on points, this isn't intended as a discourtesy; but rather, this reflects the informal nature of our service, its remit, and my role in it.

It's important I make clear that I don't doubt the distress suffered by Ms A and Mr M over the last eight years. A new home shouldn't come with so many, and costly, issues. I understand why Ms A feels so strongly. However, I'm only able to consider NHBC's responsibility for the issues that are within our jurisdiction, that haven't previously been the subject of a final decision issued by other ombudsmen at our service.

I will set out my findings under the following ten headings: '2016 final decision'; 'arguments relating to section 2 (years 0-2)'; 'NHBC prejudiced Ms A and Mr M'; 'arguments relating to section 3 (years 3-10)'; 'works previously instructed'; 'damage caused by NHBC (items 1 and 7)'; 'damage/issues caused by NHBC (other items)'; 'expert opinion'; 'compensation'; and 'withheld information'.

### 2016 final decision

Ms A says, in August 2016, the ombudsman said if any further damage is identified in the remainder of the warranty period, she would expect NHBC to accept liability for putting it right. Ms A says NHBC has ignored this direction.

However, the ombudsman was referring to further damage "*having been caused by NHBC's contractors*". My ombudsman colleague didn't decide NHBC would be liable for all damage and defects going forward, but rather, she was simply noting that if NHBC caused damage whilst undertaking work at the property, it would be liable for putting such damage right.

I will go on to consider whether NHBC caused further damage, in respect of the 21 items, under later sub-headings.

### arguments relating to section 2 (years 0-2)

19 of the 21 items were raised during the first two years of the policy. Therefore, they are section 2 claims. The exceptions are items 2 and 5.

I've reviewed the list of items on the previous cases, and I'm satisfied two other ombudsmen have already decided that 18 of the 19 items aren't in our jurisdiction, in respect of NHBC's liability under section 2. The exception is item 4.

Therefore, before I could conclude that NHBC was responsible for these 18 items, I would need to be persuaded NHBC (rather than the builder) had caused the issues. I'll go on to consider this point, and items 2, 5, and 4, under other sub-headings.

Ms A says that when NHBC took possession of the property for nine months to complete the work for the accepted section 2 claim, it took over liability from the builder and the insurance came into being. However, this argument has already been considered by my ombudsman colleague in December 2017. As he explained, simply because NHBC accepted liability for some issues doesn't make it liable for all defects reported in the first two years. But rather, the insurance part of section 2 only comes into effect for each issue raised during the first two years, if certain requirements are met for each issue. The relevant requirements here are, NHBC's resolution service recommended the builder to take action for the issue in question, and it didn't do so. These requirements weren't met for 18 items, so my ombudsman colleagues decided they weren't in our jurisdiction.

Ms A says that any resolution outcome or decision not to offer resolution after NHBC had carried out work isn't relevant, on the basis the insurance had already been activated. But, as explained above, this isn't correct. The insurance part of section 2 only came into effect for the issues that NHBC's resolution service had recommended action on and where the builder hadn't complied. Later resolution outcomes, or the decision not to offer resolution, were entirely relevant to NHBC's liability for, and our jurisdiction over, any further issues notified during the first two years.

Ms A disputes many of the resolution reports. She says where NHBC has reported it doesn't require action by the builder for certain items, this is wrong, or the information is out of date. However, I've not seen anything that persuades me the reports are inaccurate.

Ms A says NHBC couldn't choose to operate its resolution service because it had taken over the property and already told the builder that NHBC was now liable. However, this argument relates to NHBC not offering its resolution service, and again, it's already been decided by two other ombudsmen that this service doesn't have jurisdiction over such matters.

#### NHBC prejudiced Ms A and Mr M

Ms A says NHBC has denied her all future use of section 2, because it freed the builder from all liabilities under the policy and confirmed NHBC would be liable. Ms A says after NHBC's works, she should have been able to continue to use the section 2 cover, and it isn't fair or reasonable this cover is now denied.

I've not seen anything that persuades me NHBC "freed" the builder from its liabilities in terms of the 21 items in dispute. NHBC accepted liability for the damp proof membrane and screed on the ground floor, but as already explained, that doesn't mean NHBC accepted liability for all future issues identified during the first two years.

Furthermore, section 2 is clear that the resolution service is provided at NHBC's discretion. It also explains that if an award is made against the builder by a court or following arbitration, for issues raised during the first two years, and the builder doesn't settle the amount, Ms A could claim for the amount owed under section 2. Therefore, I don't agree Ms A has been denied all future use of section 2, but rather, so far, NHBC has applied the terms as it is entitled to do so. If a court or arbitrator makes an award, Ms A might be able to make a further section 2 claim.

Ms A says NHBC told all the parties involved that it would rectify any remaining issues. She says the builder knew it could no longer be blamed after NHBC had taken responsibility, so it's unreasonable NHBC has reneged, and for it to expect her to return to the builder. Ms A says she has no reasonable prospect of placing responsibility on the builder as NHBC has already excused the builder of such liability; and third-party advice confirmed she wouldn't have any chance of success without taking both the builder and NHBC to court, as they would try to blame each other.

I can't comment on what success Ms A might have should she pursue the builder outside of NHBC's policy. However, I haven't seen anything that persuades me she's been prevented from taking such action. The terms are clear that if the resolution service operates and the homeowner doesn't accept the outcome, or if it doesn't operate, the homeowner has the right to pursue the builder outside of NHBC's policy. This has always been an option for Ms A.

I accept the works NHBC undertook to the ground floor were relatively extensive. But I'm not persuaded its works prevented Ms A from pursuing the builder in respect of the 21 items in question, given these weren't issues NHBC had become liable for under section 2, or (with the exception of some damage I'll go on to address) issues NHBC had caused.

Although I accept that Ms A believed NHBC would rectify the remaining issues, I haven't seen anything that supports NHBC made such a commitment.

Ms A points towards a handwritten comment on a list of issues, which she received after she made a Subject Access Request to NHBC: *"We have done extensive work to the ground floor screed so any damaged items highlighted will not be able to be referred to B [the builder]. Too many contractors and too much work has been done by others to prove responsibility for any damage now."*

However, in my view, it's clear from the document that the handwritten comment only relates to certain issues, and not to any of the 21 items. The damage NHBC caused was also cash settled, and the document pre-dates that settlement. So, I'm not persuaded the handwritten comment has any relevance to this complaint.

Ms A also points towards a phone note obtained from NHBC, which sets out a conversation between her and NHBC in February 2015. Among other things, it says: *"Explained that the responsibility for the property lies with us and we will need to deal with any eventualities... Explained that we will be expected to hand back a property in the same condition it was in previously with the remedial works all completed."*

However, the note also says: *"Advised there is not a list in the office of what eventualities would or would not be covered and we would need to look at each on its own merits."* The note also suggests the conversation was about damage that's usually covered by home insurance, if such damage was to occur whilst NHBC has possession of the property. Therefore, I'm not persuaded the note shows NHBC had taken liability for all issues.

In any event, even if NHBC did commit to rectifying certain or all issues, and it later changed its position, I'm not persuaded this would have prevented Ms A from pursuing the builder outside of NHBC's policy.

I accept NHBC didn't hand back the property in the same condition it was in before its works to the ground floor. However, in addition to completing and/or covering the remedial works NHBC became liable for under the section 2 claim, apart from some damage I'll go on to address, it has settled the damage it caused.

#### arguments relating to section 3 (years 3-10)

In December 2017, my ombudsman colleague decided that items 2 and 5 hadn't been raised during the first two years, and if Ms A wanted these items to be considered she would need to make a section 3 claim to NHBC.

NHBC has told Ms A that a section 3 claim wouldn't be successful for items 2 and 5 because no 'damage' is being caused. However, I'm not considering whether a section 3 claim should be successful for these items, as Ms A has made it clear that she's never made a section 3 claim and has no intention of doing so.

Ms A believes items 2 and 5 should be covered for much of the same arguments in the above two sub-headings, and it follows I don't agree for the reasons already given.

I'm mindful NHBC had possession of the property for nine months of the first two years, and previous arguments have been made about its possession preventing Ms A from being able to identify and raise issues within the first two years for a section 2 claim. However, both my ombudsman colleagues answered this point within their August 2016 and December 2017 decisions (and/or their provisional decisions), and neither were persuaded Ms A had been prevented from raising issues. As such, it's not necessary for me to comment on this argument further.

works previously instructed

Ms A says NHBC previously instructed works to the builder for items 1, 4, 12, 19, 20, and 21. She says because these works weren't completed, NHBC is liable.

For items 1, 19, and 20, Ms A has pointed towards correspondence between her and NHBC before completion. Section 1 of the policy provides some cover before completion. However, as explained by my ombudsman colleague in September 2020, this service hasn't seen a section 1 claim has been made before, so if Ms A thinks NHBC ought to pay for repairs under this section, she should notify NHBC so it can consider the matter.

For item 12, Ms A says NHBC instructed work to the builder following a section 2 claim, but the builder's work wasn't effective. However, this issue has already been considered by my ombudsman colleague in December 2017. He decided this item wasn't in our jurisdiction because NHBC's resolution service had concluded no further work was required by the builder.

For item 21, Ms A points towards a letter from NHBC which confirms it had asked the builder to try to resolve this issue with Ms A. However, as explained by my ombudsman colleague in September 2020, advising the builder of a reported issue in the first instance, doesn't mean NHBC had required the builder to take action under its resolution service. Rather, if NHBC goes on to operate its resolution service for an item not resolved by the builder, the resolution report will make clear whether NHBC requires the builder to take action.

For item 4, Ms A says NHBC was meant to carry out works to the concrete, screed, and damp-proof membrane in *all* ground floor areas. However, Ms A says the works weren't done in the integral garage.

My ombudsman colleague didn't specifically mention item 4 in September 2020, when she decided the remaining items raised during the first two years weren't within our jurisdiction. Whilst I note that, in December 2017, another ombudsman colleague decided a similarly described issue with the garage floor (concrete soft and crumbling) wasn't within our jurisdiction, overall, it's unclear whether we have previously considered item 4.

So, given that works instructed to the builder by NHBC's resolution service would generally be in our jurisdiction if not undertaken, I've considered whether I can reasonably decide NHBC needs to do something more for item 4.

A letter sent to Ms A before NHBC's works started explained that it intended to complete the works across the entire ground floor area. NHBC's scope also notes works are to take place throughout the ground floor, apart from the cloakroom due to it being tiled. However, on the other hand, the last resolution report relevant to this item specifically mentions damage to floors in other rooms, but not the garage; and I'm mindful that reference to the ground floor may have been referring to the living areas as opposed to the garage. Overall, it's unclear whether the garage floor was to be included in the ground floor works.

But importantly, in my view, I haven't seen Ms A raised the issue of works not being done to the garage floor at the time, and I have seen the complaint my ombudsman colleague decided in August 2016 included a quote for 'house and garage sub floor repairs'.

I accept the sub-floor repairs might have been different to item 4. However, the point I make here is, in August 2016, my ombudsman colleague was considering the issues and damage evident following NHBC's ground floor works. So, if as Ms A says, not all the agreed ground floor works had been done, I'm persuaded Ms A ought reasonably to have raised the matter during the 2016 complaint. On balance, I'm not persuaded I can reasonably direct NHBC to do something more now.

damage caused by NHBC (items 1 and 7)

Our investigator accepted NHBC had caused *further* damage to items 1 and 7 by attaching fencing to these parts of the property. She said Ms A should provide NHBC with three quotes for the repairs, and NHBC should pay the average.

NHBC agreed with our investigator's conclusions. I've also seen photos showing fencing was attached to the woodwork of the porch canopy and a downpipe; and photos which suggest the woodwork was scratched, and the downpipe's fixings had come loose. So, I accept what Ms A says about the damage.

Ms A has reiterated she would like an independent surveyor to be paid for, to estimate costs, rather than providing quotes. In my opinion, three quotes for the damage in question and the likely repair costs, is a little excessive. It's also my view that it would be disproportionate to direct NHBC to pay for a surveyor for these issues.

Therefore, Ms A will need to submit a quote for the repairs. If she isn't prepared to submit a quote, it will be for NHBC to estimate the repair costs so it can issue the settlement. If Ms A provides a quote, but NHBC doesn't accept it fairly reflects the works necessary as a result of the fencing, then NHBC will need to undertake the repairs itself.

To be clear, I've decided here that NHBC is liable for putting right the damage caused by the fencing. NHBC's liability is limited to that damage, *i.e.* it's not liable for other damage to the porch or downpipes that was reported as a section 2 claim. If NHBC and Ms A can't agree on what repairs are needed for the damage caused by the fencing, or the repair costs, or who does the repairs, then a further complaint can be made to determine that matter.

Our investigator also recommended that NHBC compensate Ms A and Mr M £200 for not addressing the fencing damage. NHBC accepted our investigator's conclusions. Ms A is unhappy with the amount awarded. However, the £200 was to acknowledge the fencing issue, and nothing else she complains about. I'm satisfied the award is fair.



damage/issues caused by NHBC (other items)

NHBC didn't survey the property before starting its works, and Ms A points towards NHBC's guidance which recommends its contractors record and agree the condition of the property with the homeowner prior to commencing works. She says she has no idea what damage NHBC was causing to the property due to the substantial works being undertaken, but it's not fair or reasonable she was presented with damage that didn't exist before NHBC took over the property. However, although I understand the point Ms A makes, apart from the fencing related damage for items 1 and 7, I've not found any links between the 21 items being claimed and the work NHBC undertook at the property. So, on balance, I'm more persuaded the issues were caused by the builder, than NHBC.

Ms A has noted that an independent surveyor visited the property before NHBC started its works, and she points towards the surveyor's report after the works which states: "*we can confirm that, in our opinion, the property is now in a substandard condition.*" However, I'm not persuaded the surveyor's general observation shows NHBC caused the 21 issues in question. It's already been accepted NHBC left the property in a poor condition, but this damage was settled by my ombudsman colleague's decision in August 2016. For me to reasonably decide that NHBC is also responsible for the further 21 items now claimed, I would need to find a persuasive link between each item and NHBC's works. I'm not persuaded the evidence provided establishes such a link.

For item 2, Ms A points towards an October 2015 letter from the company that was rectifying the plasterboard damaged by NHBC, which states: "*It was also discovered that movement had been caused between the joints of the plasterboard.*" However, even if I was to accept the plasterboard issues were causing noise between rooms and floors, the plasterboard remedial work was settled by my ombudsman colleague's decision in August 2016.

For item 12, Ms A says NHBC has admitted it had caused damage. However, I've not seen anything to support what she says. Photos alone don't lead me to conclude NHBC caused the damage, rather than it being damage caused by the builder. Ms A also points towards information from the manufacturer which explains heating should be on in cold conditions, and she's highlighted the property was without any heating whilst NHBC had possession. However, the manufacturer's information relates to condensation, and I haven't seen any links between this information and the issues raised for item 12.

For item 18, Ms A says NHBC removed all the radiators as it had broken the heating system whilst the property was in its possession. She's highlighted that the correct size of radiators in the lower hallway and kitchen/diner haven't been fitted. She says NHBC was aware of this, but it still installed two radiators which are smaller than the specification requires.

However, the resolution reports made 'no recommendations' in respect of the radiators, *i.e.* they weren't being changed as part of a section 2 claim. So, if NHBC installed the original radiators after its works, or replaced them with radiators of the same specification due to damage it caused, I'm not persuaded that I can reasonably decide NHBC did something wrong. I haven't seen anything that suggests NHBC installed smaller radiators after its works, than were originally fitted.

In any event, I've seen three replacement radiators in the 'lounge/dining/kitchen' formed part of the plumbing quotes that my ombudsman colleague accepted, and included, in her award in August 2016. So, I'm not persuaded I could reasonably revisit the radiators in that area now.

expert opinion

After NHBC's works, it paid for a 'snagging' survey, and a significant number of issues were reported. Ms A has also referred matters to Building Standards, which has confirmed many of the issues need to be rectified. Ms A says NHBC has ignored this expert opinion, and NHBC has a duty to ensure building regulations are met.

It's not disputed there are issues at the property that need to be rectified. However, NHBC only becomes responsible for putting issues right (including non-compliance with building regulations) if it caused them, or if they form part of an accepted claim. As already noted, simply because NHBC accepted the section 2 claim for the damp-proof membrane and screed, doesn't mean it was taking responsibility for all other issues; and apart from the damage caused by the fencing, I haven't found NHBC caused any of the issues now claimed.

compensation

As explained at the start of my findings, I don't doubt the distress that Ms A and Mr M have suffered. However, my ombudsman colleague has previously considered the distress they suffered due to the events leading up to her August 2016 decision; and I'm only upholding the further issue caused by NHBC's fencing, for which I'm satisfied £200 compensation is fair.

I acknowledge Ms A is also unhappy about some comments a member of NHBC's staff had made, which she discovered following a Subject Access Request. However, NHBC has apologised and confirmed the individual will no longer be involved in matters relating to Ms A. I'm satisfied that's a fair outcome for this issue.

withheld information

Ms A is concerned that NHBC has withheld information from this service. Ms A has provided two redacted emails that this service hadn't received from NHBC in its submissions for this case, which she's since acquired from NHBC. Ms A has also provided a recent email from NHBC, in which it confirmed it had withheld some third-party correspondence from this service, so to not prejudice the outcome of this case.

Ms A has asked this service to obtain non-redacted copies of the emails, and the withheld correspondence. However, there isn't anything about the redacted emails that leads me to believe they would have any relevance to the issues I've decided in this case. NHBC has also explained to our investigator that the withheld correspondence relates to a decision from another dispute resolution service, about a complaint Ms A made about the builder. Ms A herself says the decision is confidential and can't be shared.

I'm of the view that I can reach a fair and reasonable outcome on this complaint against NHBC, without the withheld information Ms A has referred to.

**my final decision**

I'm sorry to disappoint Ms A and Mr M, but for the reasons set out above, I only uphold this complaint in part. My final decision is National House-Building Council should:

- accept liability for the damage caused by the fencing – if the parties can't agree on what repairs are needed, or the repair costs, or who does the repairs, a further complaint can be made to determine that matter; and
- pay Ms A and Mr M £200 compensation

I make no other awards.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A and Mr M to accept or reject my decision before 15 April 2021.

Vince Martin  
**ombudsman**