

Independent Dispute Resolution Scheme – FAQs



1. Can I vet the contractors the Developer sends round to complete remedial works? I've asked for their CVs and qualifications and I want to choose who does the work.

You can ask the Developer to confirm that the contractor is competent to complete the work (e.g. are they an experienced tiler?). However, it is not possible to ask to vet and/or make personal choices of who is sent by the Developer.

2. I don't like the Developer's Contact, I refuse to let them in my house. What happens now?

The person responsible for maintaining contact with you on behalf of the Developer should be given the opportunity to access your home to inspect the works if they need to. If you don't like them, you'll still need to allow them access to your home for the works to be assessed. However, you can of course arrange for someone else to be present if it makes you feel more comfortable.

If you do not allow the Developer's staff, contractors or specialists access to your home, you risk the remedial work not being done and your case may be closed without any further action being required of the Developer.

If the Developer has offered to return to your home to honour the IDRS Final Decision, but you do not allow them access, or are not home when they arrive (for a pre-arranged appointment), the Developer may be deemed to have complied with the Award, because you did not allow them access to complete the works.

3. I wasn't awarded as much money as I wanted. Can I negotiate for more from the Developer?

No. If you have accepted the IDRS Final Decision, then the amount which is specified in the Final Decision is the amount the Developer must pay you for settlement of the Dispute. They don't have to pay you any additional sums.

4. I have an IDRS Final Decision in my favour, that I have accepted. I would rather the Developer did some other work on my home instead, is that allowed?

The Developer must honour the Final Decision from CEDR as it is set out. We do not advise that either the Developer or the Buyer enter an alternative arrangement. If you do, this will not be enforced by Consumer Code for New Homes, and would be a private arrangement outside the IDRS.

5. The Developer has returned to my home and made some repairs. I am not satisfied with the work they have done. What can I do?

The Developer must make reasonable endeavours to make the repairs, but this doesn't mean that you, as the Buyer, set the standards the Developer must work to. In the first instance, you should raise your concern with the Developer and ask them if there is anything else they can do.

If you reach the point where the Developer says they cannot or will not do any more, you would need to provide evidence to CEDR demonstrating why you think the repairs are not good enough. The Adjudicator appointed by CEDR will then determine whether or not the Developer has honoured the IDRS Final Decision.

If the Adjudicator considers the works to be incomplete, they will direct the Developer to take further action. If the Adjudicator considers the works to be complete, the Developer will not have to take any further action and the case will be closed.

6. I have an IDRS Final Decision in my favour, but I want the Developer to fit alternative items. Is this allowed?

The IDRS Final Decision for any repairs or other works is on a like-for-like basis. The Developer may be open to painting walls a different colour, or fitting better quality bathroom sanitaryware for example, but any additional costs would have to be paid for by you, because it may be considered to be 'betterment' (i.e., where you are provided with works of a higher standard than are required).

Also, this can complicate the issue of enforcement by Consumer Code for New Homes, and we would advise that you proceed with caution and only if the Developer is fully in agreement and you have both agreed all the terms of the agreement in writing, such as who is paying for what.

7. I have a list of jobs I'd like the Developer to do. Can I ask them to do them when they come to make the repairs as per the IDRS Final Decision?

The IDRS Final Decision will set out the tasks the Developer must do. The Developer does not have to complete any other repairs you request. You can ask the Developer to complete extra tasks, but they do not have to agree.

If you do wish to ask the Developer to complete extra tasks, you should ask well ahead of any contractors or staff visiting and avoid asking for extra work to be completed on the day.



8. I have been awarded a sum of money. How should I ask to be paid?

We strongly advise that you arrange for the Developer to pay you via bank transfer. This is so that there is a clear record of the payment being made.

If, for whatever reason, you do not want to provide your bank details to the Developer, we advise arranging your solicitor to collect the funds via bank transfer on your behalf. Although please note that they are likely to charge you to do this.

As a last resort, we would suggest asking for a cheque to be sent, but this can cause delays and there is a risk that the cheque may be lost in the post.

9. The Developer has ordered replacement flooring planks but they don't match. What should I do?

This is a common issue we receive enquiries about. Replacement flooring planks and tiles will always differ batch to batch, but you should speak to your Developer and see if you can reach a solution that you can both agree on.

Ultimately, what is required of the Developer should be reasonable and proportionate. For example, if there is a scratch on one or two wooden flooring planks, it would be unreasonable to expect the Developer to replace the whole floor. Instead, a repair service such as a 'Magic Man' may be a suitable alternative.

Similarly, for floor or wall tiles, you may have to accept the closest match the Developer can find if there are a few cracked tiles to replace.



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