

Department: Development, Operations

Title: Defects Procedure

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1.0 Introduction

Newly built properties are subject to a defect liability period (usually 12 months after handover). During this period, the contractor is responsible for rectifying the failure of any fixture, fitting or workmanship. The purpose of this procedure is to set out how the Association will manage any defects reported during the defect liability period for all schemes delivered by the Development Department. The procedure will cover the reporting, monitoring and completion of defects and the defect liability period. Regard should be had for the Handover Procedure.

2.0 Scope

This procedure identifies the relevant input and responsibilities of staff in Development, Procurement and Asset Management, Customer Services and Care and Supported Housing in relation to managing defects. All staff involved with new build schemes need to be familiar with the content of this procedure. This procedure includes latent defects but excludes claims under NHBC, LABC, Premier Guarantee or equivalent.

3.0 Procedure

3.1 Prior to Handover

Prior to handover, the Development Officer (DO) and Employer's Agent (EA) should discuss with the Principal Contractor how defects will be managed and monitored. The contractor should be reminded of the contractual response times for rectifying defect. Prior to handover, the DO and New Homes Customer Care Administrator (NHCCA) should confirm with the Contractor how defects will be reported, monitored and completion dates communicated to Hightown, including out of hours. Contact information including contact names, numbers and email addresses should be provided at this time, and passed to Hightown's Repairs Team.

4.0 Defect administration, reporting and monitoring

4.1 Administration

Defects are to be managed by the NHCCA, who will liaise with the residents, the Contractor and EA to monitor and close defects in a timely manner.

4.2 Reporting

All defects should be reported to the Repairs Team. Once it has been established that the repair is a defect, it will be recorded on QL by the Repairs Team with the appropriate response time (e.g. Emergency – 24 hours), ideally with each defect as a separate order. The Repairs Team will notify the Contractor of the works order via email consisting of a copy of the works order, which will also be sent to the resident. The NHCCA will monitor the timescales set on QL for each defect to ensure the appropriate timescales.

The target response times and the process by which their defect will be managed will be included in the resident's Home User Guide (HUG).

If the defect is something that has been agreed to be left until the End of Defect inspection eg shrinkage cracks, the Repairs Team will still report it but will advise the resident that the defect will only be rectified following the End of Defect inspection.

4.3 Monitoring

It is expected that the Contractor should update Hightown once defects have been completed. When defect completion dates are received they should be logged accordingly on QL by the Repairs Team or the NHCCA.

A report will be run by the NHCCA of all outstanding defects by scheme at least monthly and sent to the Contractor's Customer Care Team, with copies to the EA and DO, who will be expected to respond and update.

Meetings between the NHCCA and the Repairs Supervisor will be held when necessary, to discuss the monitoring of defects and any recurring issues and problems being experienced in getting defects rectified by the contractor as necessary. An example agenda for these meetings is at appendix 1. The NHCCA should minute any actions points arising from these meetings.

If the scheme is large or there are particularly difficult issues it may be appropriate to hold a meeting between the contractor, EA and the DO.

The monitoring of defects will illustrate which contractors are rectifying defects in accordance with contractual response times. The results of this monitoring, along with any relevant minutes from meetings with the Repairs Team will be discussed by the Development Team at their team meeting, delivered by the NHCCA.

If residents chase for an update on their defects or the repair has not been completed, the query should be passed to the NHCCA to manage. There is a separate Defects email account for this – Defects@hightownha.org.uk

The Head of Projects has overall responsibility for monitoring the defects processes and procedure.

5.0 Response Times

Unless the defect is something that has been previously agreed can be left until the end of defect inspection, all defects will fall into one of the following three categories for contractor's response times:

5.1 Emergency Repairs – 1 Day (Within 24 hours)

Any defect which puts the health, safety or security of the tenant or a third party at immediate risk, or which affects the structure of the building adversely.

- Total loss of mains water
- Blocked flue

- Burst water main
- Flooding
- Failure of lift
- Gas leak or loss of gas supply
- Failure of Warden/Alarm Call system
- Total loss of gas
- Total loss of electricity supply
- Unsafe electrical fittings
- Fire damage
- Blocked main drain, soil pipe or sole W.C.
- Loss of heating or hot water for vulnerable tenants
- Loss of heating or hot water for any tenant during the period 1st October to 30th April
- Breaches of security to external doors and windows

5.1.2 Urgent Repairs – Within 3 working days

Defects causing discomfort, inconvenience or nuisance to a tenant or third party or likely to lead to further deterioration of the building if the problem persists.

- Failure of entry phone
- Blocked drains, sinks, basins and baths.
- Security of internal doors or windows
- Follow up works for heating or hot water faults or breakdowns
- Loss of heating or hot water for any tenant during period 1st May – 30th September
- Minor plumbing leaks/defects
- Roof leaks
- Defective flooring
- Defective cistern or overflow
- Minor electrical faults
- Faulty communal TV aerial
- Severe dampness
- Damage to stair treads, handrails or bannisters

5.1.3 Routine Repairs – Within 20 working days

Defects that can be deferred without serious discomfort, inconvenience or nuisance to tenant or third party or long-term deterioration of the building, and can wait until the next convenient maintenance visit.

- General joinery repairs
- Repairs to plaster work
- Dripping/leaking taps or shower units
- Repairs to external walls, fences and paths
- Repairs to walls, brickwork and slates/tiles
- Repairs/clearing of gutters and down- pipes
- Repairs to doors/windows and floors
- Other minor plumbing repairs
- Repairs to tiling
- Easing doors and windows
- Repairs to kitchen fittings
- Other minor day to day repairs/replacement

6.0 Out of Hours Emergencies

The Contractor is expected to provide a facility to respond to out of hours emergency repairs.

At least three month prior to handover, the Contractor will agree with the DO and EA contact numbers to deal with any emergency defects that may arise. Telephone numbers of specialist companies providing 24 hour emergency services shall be given to cover those times when the Contractor is unavailable to receive instructions.

6.1 Contractor Provides Out of Hours Service

The Contractor shall make contact with the resident and attend to the repairs within the priority timescale. Details of the repair/emergency shall be reported to Hightown's Repairs Department the next working day, giving details of work required and completion date/timescale.

There shall be a maximum charge of £30.00 where the Contractor has visited the property but been unable to gain access. This charge, including VAT, will be passed on to the tenant as a recharge.

6.2 Hightown Out of Hours Service

In exceptional circumstances where the Contractor does not have the capacity to offer an Out of Hours Service the added cost for Hightown to cover this should be advised and charged to the Contractor.

If Hightown provides an emergency service to residents in the evenings and weekends, when an emergency repair is reported during the defects period Hightown's contractor shall attend and make safe or carry out the repair. Hightown's contractor shall report details of any work carried out by the Repairs Team. If the repair is deemed to be the responsibility of the Contractor, they shall be informed and the cost of the visit/work shall be deducted from the retention held. If further work is required the Contractor shall attend and complete the repair within the priority timescales set out in paragraph 5 above.

7.0 Outstanding Defects

In exceptional circumstances where the contractor fails to respond to a defect instruction within the set timescales, the DO, together with the NHCCA are to liaise with the EA to discuss whether another contractor is to be instructed to carry out the works. The EA is to formally instruct the Contractor and advise the cost is to be deducted from the retention or recharged in the case of no retention.

8.0 End of Defect Inspection

One month prior to the end of the defects liability period, the NHCCA will arrange an End of Defects inspection with residents. Letters are to be produced from the End of Defect workflow. If the property is a C&SH service, access should be arranged via the Scheme Manager or Assistant Manager, whose contact details are available on the intranet. The NHCCA is to contact the resident to remind residents of the upcoming inspection. This can be done by phone, email or text. The DO and/or NHCCA, EA, a representative from the contractor and the resident will attend the End of Defect inspection. Any defects will be agreed and recorded at the property. A copy of the inspection report is to be sent to the resident by the NHCCA and a copy of the inspection sheets saved to each property on Hoogle.

Two attempts will be made to arrange access to the property to carry out the End of Defects inspections. On the second attempt, residents will be reminded of their responsibilities to provide access via letter or email produced from the End of Defect workflow. If at this stage, there is still no reply and no access granted, the DO will liaise with Housing Management and the Repairs Team on how to proceed.

An End of Defects inspection of the external areas of the scheme will also be

carried out, including an inspection of the landscaping.

The NHCCA is to monitor the defects raised at the End of Defects inspection and chase the Contractor to close out the defects in the require timescales.

The EA is to focus on aspects of defects that have not been addressed and will escalate with the Contractor.

The Contractor will have an agreed period after the End of Defects liability period to make good all the defects, although the DO may agree an extension of time, if appropriate. Once a 'Certificate of Making Good Defects' has been issued, the DO will save it to the scheme file. If it has not been agreed otherwise and the Contractor does not rectify any outstanding defects, by exception, the DO, in agreement with the NHCCA, EA and Repairs Supervisor can instruct an independent contractor to rectify the defect. The cost of this work will be deducted from sums otherwise due to the contractor or recharged.

Before releasing any retention held the DO should check that all planning conditions and contractual obligations have been discharged and that there is nothing restricting the properties from being charged at MV-ST.

9.0 Latent defects

All potential latent defects should be forwarded to the DO, who will liaise with the EA. The EA will forward the latent defect to the Contractor to raise the defect in the first instance for inspection; a full report is to be provided. Following the report the works will be either be carried out by the Contractor to complete or if refused then this will be escalated up to the relevant build warranty providers.

Appendix 1

Defects Meeting Agenda

1. Outstanding defects.
2. Tenant feedback.
3. Recurring issues.
4. Any other business.