



Defects Policy

1.0 Purpose and scope

This policy sets out how we manage defects in our new build homes, where we have a responsibility to the new resident to resolve genuine defects, during the defect liability period. This policy covers all new homes where we have a contractual relationship with a Contractor or Developer to provide a defects liability period, or where we are the responsible party for defect rectification as listed on the independent warranty certificate (e.g., National House Building Council, or NHBC).

The purpose of this policy is to:

- Support a defects service which is easily accessible for residents.
- Outline how an efficient, effective, and value-for-money defect service meets the needs of residents living in our new homes.
- Ensure that our new homes are kept in good repair and that any defect works which are carried out leave the resident in a safe and secure home.
- Ensure our service complies with our legislative and regulatory requirements, including but not limited to our responsibilities under defect warranties/ defect insurance arrangements.
- Ensure that defect works are undertaken in a way that protects any warranties for components or workmanship to achieve long-term value for money for both NHG and our residents.

This policy specifically applies to new build residential homes that are within the defect liability period. When the defect liability period has expired, any issues will be considered repairs and responded to in accordance with our repairs policy. Where the defect is a hazard, it will also be managed as outlined in our repairs policy. This policy applies to all tenures except temporary housing where we do not hold a relationship with the contractor or developer.

This policy does not cover latent defects (defined below), refurbished properties, cyclical, or planned maintenance.

2.0 Definitions

Defect - are faults in a building that are caused by failures in design, workmanship or materials that can be identified by reasonable inspection usually by non-technically qualified people. Defects do not include items that are considered cosmetic or snags, which are defined below. A defect can also be classed as:

The breach of any mandatory requirement of the building warranty provider (e.g., NHBC, LABC, Premier) or Building Regulations at the time of construction by the builder, or any party responsible for construction of any component of the new home.

Any failure to meet the warranty provider's mandatory requirements does not amount to a defect if the performance required to adhere to the same requirement has been achieved by other means.

Practical completion- when the home was issued with a certificate of practical completion meaning it is ready for occupation.

Defect liability period - the period in which we or the Contractor/Developer are responsible for resolving defects at a property. This is typically linked to either the date of practical completion or the date the property was purchased. This may be the time under the build contract/ development agreement or the 'Builder Backed Period' of the independent warranty. This will be outlined in the welcome pack provided at the start of their tenure.

Contractor/Developer- the builder we have employed to construct the property and/or estate or bought the homes/block from. Builders may use sub-contractors for some elements of work.

Independent warranty- a warranty and insurance cover provided by an independent provider, usually, NHBC or Premier Guarantee. Sometimes this is referred to as Latent Defect Insurance.

Latent defect - are faults in buildings that are caused by failures in design, workmanship or materials that may not become apparent or readily detectable until many years after the completion of the property/scheme, or long after the defect liability period. Latent defects may not be fully identified by reasonable inspection and may require investigation by a surveyor/technical specialist (for example, a heating and hot water engineer).

Snag – a minor cosmetic item that does not prevent use of a property/building. These items are usually cosmetic and may include, but are not limited to, scratches/dents to worktops, glazing, paint work, floor scuffs, light bulb replacement, toilet seat replacement etc.

Resident damage- where damage has been caused to a building component due to incorrect use by the resident, including by accident, which can prevent certain repairs from being considered defects. This could be, for example, MVHR ventilation systems failing to prevent mould due to the filters not being regularly cleaned.

3.0 The defect liability period

Residents should refer to their welcome pack or contact their Local Officer to confirm the length of the defect liability period for their home as this can vary depending on the tenure and type of independent warranty in place.

Given the range and type of contract arrangements that we have across our homes, there are some variations in the length of time the defect policy is applicable; however, the defects liability period will typically be between 12 and 24 months.

It should be noted that there is a distinction between the defect liability period and responsibilities under the independent warranty (detailed in section 4.0).

The defect liability period between NHG and the contractor/developer will be agreed between NHG and the developer for each development through a contract. This is generally a period of 12 months from the date of practical completion but can sometimes extend to 24 months.

For rented homes of all types, once the defects liability period has finished, the property will be subject to our [responsive repairs policy](#). If we suspect that there may be latent defects in this time, this will be referred to the Post Construction Services Team, (Development) under our procedure for Latent Defects.

For leasehold homes of all types, if a defect which was repaired within the defect liability period fails within a 6 month timeframe from the defect liability period's completion, we will consider raising the matter with the contractor/developer for further repair. Our decision will be based on the nature of the repair and how long it occurs after the defect liability period ends. The final decision to offer further action will sit with the Defects Manager.

Within the first ten years of ownership, certain shared ownership leaseholders can claim up to £500 back per year for any repairs issues that occur that are not included as part of defects. Leaseholders should check the lease to confirm if they can claim. Further details on this can be found in our [responsive repairs policy](#) (in Appendix 2).

4.0 Independent warranty

Running concurrently, but usually beyond the defect liability period are the requirements of the independent warranty. The following scenarios are typical of NHG schemes:

- NHG (or subsidiary) is the named Contractor/Developer for the purposes of the independent warranty.
- Contractor/developer is the named developer/builder for the purposes of the independent warranty.

For leaseholders once the defects liability period has finished, there will usually be an additional 12 months of cover under the terms of their independent warranty. This is usually referred to as the 'Builder Backed Period'.

The period within which leaseholders can report a defect covered by the independent warranty varies according to the policy:

- Those holding an NHBC 'Buildmark' policy will be entitled to report defects to NHG for a two-year period
- Those holding a 'Buildmark Choice' policy will be entitled to report defects to us for a two-year period that starts at the date of practical completion of their home. If the policy is 'Buildmark', this period starts at the date of purchase (legal completion) of their home. For more information on this, leaseholders should refer to their relevant policy documents.

For defects which occur in the second year of the defect liability period, residents will need to carry out their own investigations and send our defects inbox information detailing what the defect is and how it is a failure of the warranty policy or providers guidelines. Our defects team will then take this back to the contractor for review.

Residents should always refer to the terms of the independent warranty, as it will always supersede this policy. Depending on NHG's contractual relationship with the contractor/developer, the defects may be referred to them for completion or may be carried out by one of our own suppliers.

Where we are not the named contractor/developer on the warranty policy, defects covered by the independent warranty relating to an individual leasehold dwelling, which arise after the defects liability period has ended should be reported directly to the developer named on the policy rather than to NHG. Our defects team can provide contact details for the relevant aftercare department on request.

If the developer does not accept a defect, we may be able to help the resident, for example by providing a history of defects report, however this will be considered on a case-by-case basis. If a leaseholder is required to make a claim under the warranty policy that requires our consent, this will not be unreasonably withheld or delayed.

When an issue affecting a communal area arises, we will review the issue and determine whether it is reportable to the Contractor/Developer or whether it is an issue we should address.

5.0 Accessing the Defect Service

We aim to provide residents with easy access to our services through different routes to meet their needs.

5.1 Reporting Defects

As part of our digital offering residents will be able to report defects over the phone, in person and via their online account where applicable. Residents can also report defects by emailing defects@nhg.org.uk. However, we cannot accept defects reported by sub-tenants of leaseholders/homeowners unless permission has expressly been given by the registered owner of the home.

Defects should be reported when they are first discovered to give us the best opportunity to rectify issues. We are unable to accept reports of any defects after the warranty period has expired via my account, any issues occurring within 6 months of the end of the defect liability period should be reported directly to the defects team for their review. Any issues noted within 6 months of the end of the defect liability period via the local officer, will be reviewed by our defects team and either referred to the contractor or to our latent defects team.

If further damage arises from a defect that should have been reported but wasn't, we reserve the right to not rectify any associated damage. Instances such as these will be reviewed on a case-by-case basis, considering factors such as damage due to resident damage.

5.2 Identifying a Defect

When a report of a defect is made, we will first triage the issue to confirm it is a defect. Sometimes we may need to request additional information from the resident such as photos or videos to diagnose the issue.

If a reported issue is accepted as a defect, the resident will receive confirmation of this when we arrange for the relevant contractor or developer to attend. If we do not accept an issue as a defect, we will notify the resident. The timeframes for our response are detailed in section 6.

5.3 Inspection Visits

Some defects will require an inspection visit before works can be confirmed or following works. Reasons for these inspections include:

- Where investigations are required to identify or clarify the problem
- Where previous repairs have not resolved the defect
- To provide assurances that proposed solutions will resolve defects
- Where a potential defect has been identified which, we need to investigate further to determine the cause, and if applicable, the appropriate remediation
- To inspect the quality of work carried out after completion of defect repairs

5.4 Communal Defects

Residents should report defects affecting the communal areas of their building or estate by reporting directly to their local officer or emailing defects@nhhg.org.uk. In some cases, residents may also be able to report these to the managing agent or concierge; residents will be advised specifically when this applies to their estate/building. We will also regularly complete estate inspections, as per our estate management policy, and report any defects. Contractors/developers can usually attend to communal defects without the need for resident involvement, but on some occasions, we may ask residents to provide more information on the defect being reported.

6.0 Responding to defects

6.1 Timescales for responding to defects

These timescales apply during normal operating hours which are Monday- Friday 9am-5pm excluding bank and public holidays.

We expect defects to be attended to within the following timescales; however, it may be the case that follow-on appointments and works are required depending on the nature of the defect.

- Emergency- 24 hours to make safe
- Urgent- 7 days
- Standard- 28 days

There may be some occasions where it isn't possible to meet the timescales above, usually because parts need to be ordered or the defect is complex. In these instances, we will contact the resident to advise of the reasons for the delays and the expected completion date.

If a defect is also a hazard, we will respond to it as outlined in our repairs policy. If a defect which would usually be considered standard, poses a significant risk to the household due to their individual circumstances, we may respond to this as an emergency. For example, a partially sighted tenant may be at significant risk from a home that has no lighting in one room.

If we deem the resolution of particular defects to be excessively overdue and without good reason, and providing there is a contractual mechanism to do so, we will appoint a third-party contractor to rectify the defect and re-charge the contractor/developer.

Although not exhaustive, the below table provides some guidance on how defects are categorised.

Emergency	Urgent	Standard
Gas leaks - unless this is the responsibility of the gas supplier, in which case call National Grid	Minor plumbing repairs – equipment failure	Minor roof repairs (if no water ingress)
Dangerous electrical works	General electrical repairs – defective items	Repairs to leaking gutters and rainwater pipes
Total failure of electrical lighting/power (provided RCD's have been checked)	General repairs to heating & hot water systems	Re-glazing external windows and doors (if no security/safety issue)
Total failure of communal staircase lighting	Loose or detached banister or handrail – unless vulnerable	Minor carpentry repairs to doors and windows
Burst water pipes or other ingress of water (including roof repairs) that is causing damage	Individual door entry-phone not working	Non-urgent plumbing repairs
No mains cold water supply to the property, unless this is the responsibility of the water supplier	Defective kitchen or bathroom fan (check isolator switch)	Repairs to wooden floors and floor coverings
Central heating and hot water total failure. Emergency only from October to March	Windows not closing properly (any floor except ground floor)	Repairs to external render and air vents
Failure of single lift in apartment block	Failure of communal gates or communal access doors	Repairs to internal plasterwork
Any defects that may cause injury to the public	Faults with television aerials and telephone connections	Re-decoration after other repairs have been carried out
Failure of house or flat front door		Repairs to garden fencing
Windows not closing – ground floor only where there is a security issue.		Follow on works

6.2 Out of hours defects

Where a contractor/developer provides an out of hours service for emergency defect resolution, residents will be asked to contact NHG's out of hours team on 020 3815 0000, who will pass the defect details to the contractor/developer for attendance.

In some cases, our contractors/developers are unable to provide this service. In this case, NHG's own out of hours service will attend to make the defect issue safe.

6.3 Appointments to resolve defects

The contractor/developer, or their subcontractor will usually contact the resident directly to make an appointment to attend to resolve the defect. The resident's contact details will be provided to the contractor/developer to facilitate this.

If a contractor/developer (or their subcontractor) is unable to keep an appointment, they are expected to advise the resident in advance and organise an alternative visit. If the contractor/developer fails to attend and does not notify the resident in advance, compensation can be offered to the resident.

The contractor/developer will make three attempts to access the home to address the defect. If no access is granted after the third agreed appointment and the resident has not informed us or the contractor/developer ahead of the appointment time, the order will be closed. We may not be able to reasonably expect the contractor/developer to attend again. We will consider the circumstances leading to the missed appointment and any previously missed appointments before we advise that no further attendances can be made.

If the defect is of an emergency nature which could pose a risk to life or the safety of a property and access cannot be gained, forced access in line with our [No Access policy](#) will be considered.

6.3 Regular maintenance

It may be the case that certain parts of a property need regular maintenance by the resident e.g., regularly cleaning filters within the Mechanical Ventilation Recover Unit or ensuring hinges are regularly lubricated. Information on maintenance specific to a property is available via the Home User Guide provided to the resident. In some instances, residents may be asked to provide evidence that these components have been sufficiently maintained before a defect is accepted for rectification. This will be subject to further diagnosis and acceptance by the contractor/developer. If it is clear that parts of the property have not been maintained, this could be considered resident damage, meaning it is unlikely the issue can be considered a defect.

6.4 Non defect items

When we determine that an issue cannot be considered a defect, a summary explaining why the issue is not a defect will be provided to the resident.

If the issue being reviewed is the result of damage or misuse, we or our contractors/developers will not be responsible for resolution.

When resolving defects, we will ensure that the original specification is followed. We cannot meet the specification of any improvement works carried out after occupation.

Where a resident is unhappy with our decision, they can ask for the issue to be reviewed by the defects team by emailing defects@nhg.org.uk for escalation.

If the resident is unhappy with the outcome of the review, they may be asked to provide a report at their own cost to demonstrate that the issue is a defect in comparison to the relevant build standards e.g., NHBC Technical Requirements or

Building Regulations. If we subsequently accept that the issue/s are defects, we will consider the cost of reasonable reimbursement for this on a case-by-case basis.

6.5 Snags

We do not generally accept items that would be considered snags as defects. If an item was noted to be resolved at the time of practical completion, we will ensure this is rectified.

If a snagging or handyperson visit is being offered at the point of move in or legal completion, this is a separate agreement which does not form part of this policy and will be managed by the defects team.

6.6 Empty Properties

Where properties are empty (void) after practical completion, we will ensure proper void management and inspections are undertaken. Should defects be found during these inspections, they will be reported in the same way as detailed in this policy.

If a resident suspects that a defect has not been identified and managed correctly during this period, they should raise this with us. We will investigate internally to see if correct maintenance was carried out, to understand whether the matter constitutes a defect under this policy.

6.7 Common themes

If we identify a theme of defects within properties located within the same building or development, we will assess the attributes of the defect to ascertain if it warrants wider investigation.

7.0 End of defects inspections

Prior to the end of the defect liability period, the Contractor/Developer may conduct an end of defects inspection of each property and the communal areas. The purpose of this inspection is to capture any defects that may remain or have not been picked up. This visit may also be used to capture any items that required monitoring during the defect liability period such as settlement.

The resident is expected to be home during the inspection and should be given the opportunity to reschedule the appointment if the timing is not convenient. However, if we are unable to gain access without prior notice, we may be unable to offer a further appointment. However, the resident can send an email with all issues noted or log defects on My Account for further review until the defect date has expired.

The inspection will typically take place within the final month of the defect liability period. It is important that the resident is present as this will be the final opportunity for the resident to discuss the works required with the contractor/developer.

Following this visit, the contractor/developer will contact the resident within five working days to make appointments for any agreed works. We will monitor completion of these works with the contractor/developer.

8.0 Complaints

All complaints will be considered in line with our [Complaints and Compliments policy](#). Where a complaint relates to a matter outside of our remit or is regarding a failure by an external Builder or Developer not relating to NHG or its business activities, we will contact the developer or external builder for their comment and work with them to resolve the issue.

We will consider requests for compensation in line with our [Compensation and Goodwill Gestures policy](#) where there is evidence that we have failed to provide an effective service to the resident. We will not pay compensation solely because there are defects in new build properties, including where faulty items such as lighting, or doors need to be replaced.

9.0 Our Approach

In writing this policy we have carried out assessments to ensure that we are considering Equality, Diversity & Inclusion.

We also carry out consultation with our staff, residents, and the wider community. If you'd like more information about this work, please get in touch at policy@nhg.org.uk

10.0 Reference

The following NHG policies:

- [Complaints policy](#)
- [No access policy](#)
- [Responsive repairs](#)

The following external links:

- The Building Regulations 2010: [The Building Regulations 2010 \(legislation.gov.uk\)](https://www.legislation.gov.uk)
- Approved Documents (Building Regulation): [Approved Documents - GOV.UK \(www.gov.uk\)](https://www.gov.uk)
- National House Building Council (NHBC) Technical Guidance: [Technical Guidance Documents | NHBC](#)
- New Homes Quality Board (Currently developing the framework to oversee reform in the quality of new homes and customer services provision): [Home - New Homes Quality Board \(NHQB\)](#)
- New Homes Ombudsman: factsheet: [New Homes Ombudsman: factsheet - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

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