



Defects Policy

1.0 Purpose and scope

This policy sets out how Notting Hill Genesis (NHG) manages defects, their diagnosis and rectification within new build properties during the defect liability period, where we have a responsibility to the new home occupier/owner to resolve defects. This policy covers all new homes where NHG have a contractual relationship with a Contractor or Developer to provide a defects liability period, or where NHG is 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 environment.
- Ensure a service which 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 where the defect liability is current. When the defect liability period has expired, NHG's repairs policy applies.

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. These are sometimes referred to as patent defects. 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.

Defect liability period - the period in which NHG or the Contractor/Developer is 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.

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).

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

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, minor scratches to worktops, glazing, paint work, floor scuffs, light bulb replacement, etc.

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 stock, 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.

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 reasonable time after its 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 period in which it reoccurs. The final decision to offer further action will sit with the Defects Manager.

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.

The terms of the independent warranty 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 NHG is not the named contractor/developer on the NHBC 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. We 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 or homeowner, 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 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 Service

Our aim is 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, our website or their online account where applicable. Residents can also report defects by emailing defects@nhg.org.uk.

We do not 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. 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.

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.

We will confirm to the resident that the issue has been accepted as a defect and that it has been forwarded to the relevant contractor/developer for action.

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, its 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 in the same way as detailed above. 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. 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 Managing 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. Details about our policy regarding an out of hours service can be found below.

We expect defects to be attended to (emergency make-safe only) 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
- 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 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 with a view to re-charging 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	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	Minor carpentry repairs to doors and windows
Burst water pipes or other ingress of water (including roof repairs) that is causing damage	Damaged flooring or stair tread in communal area	Non-urgent plumbing repairs
Blocked drain causing waste to emerge from WC, bath, basin, or sink	Individual door entry-phone not working	Repairs to wooden floors and floor coverings
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 external render and air vents
Central heating or hot water installation failure	Faults with television aerials and telephone connections	Repairs to internal plasterwork
Failure of single lift in apartment block	Windows not closing properly	Re-decoration after other repairs have been carried out

Temporary glazing repairs (permanent replacement classified as standard defect)		Repairs to garden fencing
Defects generally that may cause injury to the public		
Failure of communal gates or communal access doors		
Failure of house or flat front door		
Blocked drains or WC		
Windows not closing - where there is a security issue. (Where not then urgent defect)		

6.2 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 no access is granted at the agreed appointment and the resident has not informed us or the contractor/developer ahead of the appointment time, the order will be closed, and 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 prior to communicating no further attendances to the resident.

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 at handover 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 cannot be demonstrated that maintenance has taken place as specified for the product/part, then it is unlikely a defect can be accepted.

6.4 Non defect items

When we determine that an issue does not meet the definition of a defect above, we will communicate this clearly to the resident. A summary explaining why the issue is not a defect will be provided to the 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.

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 relevant internal 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, and we will investigate 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 Dealing with defects - out of hours

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 who will pass the defect details to the contractor/developer for attendance.

In some cases, our contactors/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.

7.0 End of defects inspections

Prior to the end of the defect liability period, we will 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. 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 Quality inspections

We undertake post-inspections of completed defect repair works to ensure that the quality of repairs is satisfactory to both us and to new home occupiers, and, if applicable, repair works adhere to the relevant warranty providers technical requirements.

8.1 Contractor post-inspections (0-12 Months)

Within the first 12 months of the defect liability period, we will not look to post-inspect defect repairs unless the resident or an NHG representative raises a concern over the quality of works.

If a resident is not satisfied with work carried out in the first 12 months, they can report it to the independent warranty provider for the home, who typically offer a dispute resolution service

8.2 Second year (12-24 Months)

Where a second-year warranty period is in place, we will typically not be responsible for putting right defect matters that were not reported prior. We will inspect 5% of second year defect repairs which will be randomly selected at the start of a month, for the previous month's reported completed defect repairs.

8.3 Findings

The findings of our post inspections will be recorded. Where the quality of work is found to be unacceptable, the works order will be recalled and the contractor who completed the works will be expected to make good any issues highlighted by us.

9.0 Complaints

All complaints will be considered in line with our Complaints and Compliments policy. Where a complaint relates to a matter outside of NHG's remit or is regarding a failure by an external Builder or Developer not relating to NHG or its business activities, we

will refer the complainant to the respective organisation, where possible, to follow their complaints procedure.

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.

10.0 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

11.0 Reference

The following NHG policies:

- Complaints and Goodwill 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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