

# **FORTH HOUSING ASSOCIATION LIMITED**

## **DEFECTS POLICY**

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Housing Design Brief



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# **FORTH HOUSING ASSOCIATION LIMITED**

## **DEFECTS POLICY**

### **1.0 Introduction**

- 1.1 The purpose of this policy is to ensure that contractors and developers with whom Forth Housing Association Limited (“the Association”) enters into building contracts and development agreements will be obliged to respond timeously and effectively to defective items of work reported during the year following completion.

### **2.0 Background**

- 2.1 This policy will be included in the Preliminaries section of tender documents and relevant development agreements for all projects. Response Times set out for the different categories of repairs are the same as those set out in the Association’s Repairs Policy. The reason for this is, as far as is possible, that the repairs service provided to tenants in new and existing properties is similar.

### **3.0 Defects Liability**

- 3.1 The Defects Liability Period relates to planned maintenance and development contracts.
- 3.2 The Defects Liability Period lasts for 12 months (or 6 months for Minor Works Contracts) and commences at handover or Practical Completion of a project. During this period the Contractor who carried out the work remains responsible for the rectification of defects at no cost to the Association. At the end of the Defects Liability Period a final defects inspection is made, covering all contract works, and a schedule detailing final defects is issued to the Main Contractor for rectification. Upon satisfactory completion the Lead Consultant will issue a “Making Good Defects Certificate” and the Association then assumes responsibility for future defect rectification.
- 3.3 It is the policy of the Association that all Contractors employed on contracts should attend to all notified defects in a timeous and professional manner, ensuring minimal inconvenience to Association residents.

## **4.0 Responsibilities**

- 4.1 It shall be the responsibility of the Association's Development Co-ordinator to ensure that this policy is incorporated within tendering documents for main contractors on development projects and to ensure that all the agreed procedures are implemented during the contract including the defects liability period.
- 4.2 For planned maintenance projects this responsibility shall lie with the Senior Property Services Officer who will also ensure that all the agreed procedures are implemented during the contract including the defects liability period.
- 4.3 The Association will nominate a member of staff to co-ordinate defects for individual developments and will advise contractors and tenants of the named officer.
- 4.4 The Contractor will advise the Association of its nominated person who will supervise the co-ordination of attendance to defects.
- 4.5 The Contractor will be required to provide relevant emergency numbers to the Association and advise of any changes that may occur in these during the defects liability period.
- 4.6 The Association's Development Co-ordinator will ensure that the Tenants Handbook advises of the Contractor's responsibility for defective items. The Tenants' Handbook will include the procedure for reporting Defects to the Association.
- 4.7 At sign-up for new build, the appropriate member of the Housing staff will draw the new Tenant's attention to the procedure in the Tenant's Handbook for reporting Defects to the Association including the details of relevant emergency numbers.
- 4.8 The Development Co-ordinator will be responsible for co-ordinating the End of Defects Liability Period inspections.

## **5.0 Defects at Handover**

- 5.1 Tenants will be advised of the building contractor's responsibility for defective items and those resulting from shrinkage, cracking, etc, due to workmanship during the first year following completion of a new development, at the time of signing the Tenancy Agreement and in the Tenant's Handbook, along with details of relevant emergency numbers.
- 5.2 In order to assist Tenants in reporting any defects existing at the time of moving into the new property, at the time of signing the Tenancy Agreement they will be issued with a "Reporting Defects" pro-forma with a Freepost envelope, for return to the Association (this is attached to this Policy). Tenants will be asked to return this within seven days of taking up their tenancy, by which time any

existing defects in the property, such as scratches on window glass, dents in sinktops, etc should have been noticed.

## **6.0 Procedure for Defects**

### **6.1 Contractor's Attendance to Defects**

The procedure for attention to defects will resemble that provided for the general repairs service so far as is possible. The relevant property file will be updated on SDM as appropriate.

### **6.2 Control of Routine Defects**

On receipt of a reported defect by the Association, a member of the Tenant Services team will arrange to inspect and verify the reported defect and to ascertain, if required, the exact nature of the problem and to ensure that the complaint relates to a valid defect under the contract terms. Details and required action on reported defects will be e-mailed by the Association to the Contractor on the Defects Sheet (attached to this Policy).

The Contractor will be required to pass this on to its nominated person who is required to report on a weekly basis to confirm that defects have been or will be attended to.

### **6.3 Control of Emergency Defects**

Outwith normal working hours Monday-Friday, and only for emergency defects, the Tenant will contact the Contractor's emergency phone number(s). Should these numbers be unobtainable they shall contact the Association's own emergency sub-contractor to carry out the necessary work. On the next working day, a defects notification, if appropriate, shall be sent to the Contractor, Lead Consultant and the Tenant

In the case of emergency repairs, if this number is unobtainable or there is no response, the Association will authorise the instruction of an emergency repair to be carried out by another contractor. An e-mailed/faxed confirmation of this will be sent to the Contractor and the cost of the repair will be the responsibility of the Contractor.

### **6.4 Review of Outstanding Defects**

The nominated member of the Tenant Services team will regularly review current defects to establish defect repairs that may remain outstanding. Contact should be made with the Contractor or the tenant to establish whether the repair has actually been completed. Where there is a delay without adequate or reasonable explanation this should be notified to the Lead Consultant and Development Co-ordinator or Senior Property Services Officer as appropriate.

## **7.0 Response Times**

The Association would expect the contractor to adhere to the following response times:

### **Emergency**

Immediate attendance (*within 4 hours*), e.g., items capable of causing danger to tenants or others or serious damage to the building or tenants' property.

### **Urgent**

Attendance within 2 working days, e.g., items concerning water, electricity, and security of the houses.

### **Routine**

Attendance within 10 working days for normal day to day repairs.

### **Minor items**

Throughout the Defects Liability Period, the Association would expect the Contractor to attend to minor items on a monthly basis for the first six months of the defects liability period, and on a quarterly basis for the next six months. Minor items would include such items as plaster shrinkage cracks.

### **Loss of only source of heating and/or hot water in dwelling**

When a defect affects the above, and the defect cannot be rectified within 1 working day from notification due to constraints of time, availability of parts or the like, the Contractor will provide the Tenant with a temporary source of heating by means of a portable 3 kilowatt fire, and hot water by means of an Elson Emergency Tank, or similar. If the Contractor is unable to do this, the cost of the Association employing others to provide temporary heating and hot water will be the responsibility of the Contractor.

## **8.0 Non-Attendance by Contractor**

- 8.1 The Contractor will be required to provide relevant emergency numbers to the Association, and to advise of any changes that may occur in these during the defects liability period. In the case of emergency repairs, if this number is unobtainable or there is no response, the Association will authorise the instruction of an emergency repair to be carried out by another contractor. An e-mailed/faxed confirmation of this will be sent to the Contractor and the cost of the repair will be the responsibility of the Contractor
- 8.2 The above procedure will also be used if no willingness to attend urgent defects is shown within a 24 hour period from notification.

## **9.0 Recovery of costs**

- 9.1 Where the Contractor has been unobtainable or unwilling to attend to an emergency defect or any other verified defect the Association shall contact its own Emergency sub-contractor or other contractor to carry out the necessary work. On the next working day, a defects notification if appropriate shall be sent to the Contractor, Lead Consultant and the Tenant
- 9.2 The Association's own sub-contractor will submit an invoice for the works and, on receipt, the Association will advise the Contractor for the works of the cost. This will also be notified to the Lead Consultant and will be deducted from any future monies due. Where there are no outstanding monies due in the Contract, the Association will submit an invoice to the Contractor. The Contractor will be required to settle the invoice within 28 days except in situations where there are insurance implications. In circumstances of non-payment, the Association will follow its standard debtors procedure.
- 9.3 Where the original Contractor is unable to respond to defects due to insolvency the Association shall contact its own Emergency sub-contractor or other contractor to carry out the necessary work. A record will be kept of all such defects attended by the Association's own sub-contractor and these will be submitted to the insolvency practitioner in due course, as deductions from any monies due to the original Contractor.

## **10.0 Right to Repair**

- 10.1 In addition to the above timescales, there are specific repairs that may appear to be routine but must be completed within a tighter timescale. As a result of the Right to Repairs requirements contained within the Housing (Scotland) Act 2001, the following repairs must also be completed within the stated timescales:

<b>Right to repair description</b>	<b>Timescale for completion (days)</b>
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Loss of electric power	1
Partial loss of electric power	3
Insecure external window, door or lock	1
Unsafe access path or step	1
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1
loss or partial loss of gas supply	1
loss or partial loss of space or water heating where no alternative heating is available	1
toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket or electrical fitting	1
Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

## 10.2 Compensation under the right to repair scheme

Under the Housing (Scotland) Act 2001, tenants are eligible for compensation for late completion of the specific repairs detailed above in Section 12. The Association reserves the right to recharge contractors for any compensation payments that it required to pay to tenants under the legislation as a result of the contractor's failure to attend within the required timescale.

## 11.0 End of Period Defects

- 11.1 The Association will liaise with the Lead Consultant to ensure that final defects inspections are carried out at the appropriate time and make all access arrangements with residents. The Development Co-ordinator will liaise with the Lead Consultant and Clerk of Works on all final inspections.
- 11.2 The Lead Consultant will prepare and issue the Final Defects List to the Main Contractor within 14 days of the expiry of the Defects Liability Period and issue a copy to the Association.
- 11.3 The Main Contractor will be expected to complete all listed items within a reasonable timescale and it will be the Lead Consultant's responsibility to arrange all necessary re-inspections to verify that all defects are complete.

- 11.4 The Contractor will be expected to card individual residents – providing a contact name and phone number – requesting access. The Association will additionally contact residents to request access if this is found necessary.
- 11.5 When the re-inspection confirms completion of all defects the Lead Consultant will issue the Making Good Defects Certificate and the Association will accept responsibility for future defect rectification.
- 11.6 It is the responsibility of the Development Co-ordinator to ensure that all defects have been completed prior to the release of retention monies withheld by the Association at Practical Completion.

## **12.0 Latent Defects**

- 12.1 The Contractor's contractual liability ceases when the Making Good Defects Certificate is issued- with the exception of potential responsibility for any latent defect.
- 12.2 A latent defect may be summarised as an item of repair or a defect that was not apparent within the Defects Liability Period but has arisen or can be attributed to the use of defective materials and/or inadequate standards in construction and/or design etc. Latent defects can be difficult to identify and difficult to resolve as liability has to be determined and may be disputed.
- 12.3 The Development Co-ordinator will deal with any reported latent defects and will initially refer the matter to the Lead Consultant. The Lead Consultant will determine the status and nature of the latent defect and will attempt to establish liability.
- 12.4 Dependent on the severity of the latent defect or potential risk to the Association's property the Development Co-ordinator can instruct essential remedial works with the approval of the Director. The Management Committee will be kept fully apprised of problems/progress as appropriate. Detailed records will be maintained in the event of any future legal action being necessary.
- 12.5 Where appropriate, a detailed report will be submitted to the Association's insurers, to all members of the original Design Team and the Association's solicitors if the decision is to pursue via arbitration and/or legal action. Contractual liability for latent defects is also time limited dependent on the circumstances and advice should always be sought from solicitors prior to any action for financial recovery.
- 12.6 When properties are covered by a third party warranty i.e. NHBC then the Lead Consultant will be asked to prepare a report for onward transmission to the insurer. Obligation to seek reparation would then be the responsibility of the insurer.

### **13.0 Data Protection**

- 13.1 The Association recognises the importance of data protection legislation in protecting the rights of individuals in relation to personal information that the Association may handle and use about them, whether on computer or in paper format. The Association will ensure that its practices in the handling and use of personal information during the processes and procedures outlined in this Policy comply fully with data protection legislation. More advice and information is available from the Association's Data Protection Officer.

### **14.0 Equal Opportunities**

- 14.1 Forth Housing Association believes that certain sectors of the population are disadvantaged by individual and group values, as well as by organisational structures. Forth Housing Association seeks to avoid all such forms of discrimination by ensuring that there will be no discrimination on the grounds of race, colour, nationality (including citizenship), ethnic or national origins, religion, social background, disability, marital status, responsibility for children or dependants, gender, age or sexual orientation.

### **15.0 Policy Review**

- 15.1 This policy will be reviewed at least every three years from the date of approval, and staff are responsible for ensuring that it meets legal and good practice requirements.

# FORTH HOUSING ASSOCIATION

## REPORTING DEFECTS FORM

### Development name:

This form is provided to assist new tenants in reporting any defects existing at the time of moving into your new home. For example, there may be minor items such as a scratch on window glass or a dent in a sinktop that may have been missed by the building contractor and Clerk of Works. If there are any items you consider to be defects at the time of moving in, please list them on this form and return to Forth in the Freepost envelope attached, within 7 days of the start of your tenancy for the house.

Thank you for your assistance. This will assist Forth in notifying the building contractor of repairs timeously.

**Your Name:** \_\_\_\_\_

**Your Home Address:** \_\_\_\_\_

**Contact Telephone No:** \_\_\_\_\_

**If there are any defect items existing at the time of moving in, either in your home or the development in general, it would be helpful if you would please list these below and return this form to Forth Housing Association within 7 days of the start of your tenancy.**

### DEFECT ITEMS NOTED IN YOUR HOME AND/OR THE DEVELOPMENT

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

(Continue over the page if required)

# FORTH HOUSING ASSOCIATION LIMITED

## ADMINISTRATION OF DEFECTS REPAIRS

### PROCEDURE

1. Tenant reports defect - obtain name, address and daytime telephone number and any access arrangements.
2. Obtain as much information as possible regarding the fault in order to assist the contractor regarding which trade is required and category of repair.
3. Advise tenant which category the defect falls in to and response time.

A Tenant's responsibility -  
inform tenant of their obligations giving a time limit for the fault to be rectified.  
- if tenant has no intention to carry out repair or there is a safety issue, instruct contractor to carry out work and re-charge tenant.

B Landlord's responsibility  
Emergency/Urgent - Phone/E mail/ relevant lead consultant and contractor immediately with details and category of repair

Routine - E-mail relevant lead consultant and contractor with details and category of repair

4. An "E-mail - Defects" sheet to be completed for defects reported at each property.
5. Send copy of the "E-mail - Defects" sheet to tenant as confirmation of defect having been reported.
6. Ensure contractor's representative reports on a weekly basis to confirm defects which have been/will be attended to, using the Contractor's Summary Sheet.
7. Periodic inspection of defects items attended to will be carried out by the Association on an ad hoc basis; the contractor will be required to return and complete any work not carried out satisfactorily.

**FORTH HOUSING ASSOCIATION LIMITED**

**DEFECTS SHEET** number

Development:

**To:** FAO

**C.C.** FAO

**From:**

Date / /

**Tenant**

Address

Telephone Number  
Access

Defects

Location	Item	Comment	Category

**Please advise when complete**

Works Completed \_\_\_\_\_

Comments (If any)