

**POLICY**

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**DEFECTS**

**Development**

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**REVIEWED POLICY – May 2023**

# Wellhouse - The Place To Be

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## Vision and values

### Wellhouse – the Place to Be.

This simple statement is our vision of Wellhouse as an attractive place where people feel happy and safe, benefit from having a good home and an attractive environment and feel proud to be part of a vibrant community.

We believe that our values of **Trust, Honesty and Integrity, Excellence, Accountability and Sustainability** supported by a comprehensive policy framework will help make our vision a reality.

## 2. Governance

Wellhouse HA is a community controlled registered social landlord and is managed by a group of local people who are elected onto the Management Committee. Their role is to make sure that the Association is well run, meets the needs of the local area and is responsive to what is important to local people.

The Management Committee appoints senior staff, agrees all the Association's policies and takes all the key decisions. The Director and the senior team support the Committee in these responsibilities.

## 3. Policy Aims

To mitigate the impact on the customer whilst we are establishing liability and seeking recovery from the relevant party for a defect. A defect could be defined as a building problem or failure due to defective work, materials or manufacture that has arisen in the period between when the project was Partially Complete or Practically Complete (whichever was the sooner) and until the Defects Expiry period has elapsed. This is normally 6 or 12 months.

## 4. Equal Opportunities Statement

We aim to ensure that all services, including the delivery of this policy, provide equality of opportunity.

We will respond to the different needs and service requirements of individuals. We will not discriminate against any individual for any reason, including age, disability, gender re-assignment, marriage, civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation, or other status.

## 5. Introduction

All works carried out as part of new build or improvement contracts are covered by a defects liability period. This will start from the date of completion. Usually the defects liability period is:

- ✓ 6 to 12 months for building repairs (including electrical or mechanical works)
- ✓ 24 months for some special components

Customers will report repairs for new or improved properties in the normal way. These repairs will be passed to the relevant contractor. We will monitor for completion, ensuring that urgent defects are prioritised by following our defect reporting procedure.

Some defects, such as design, product failure or workmanship faults happen after the liability period but within a 6 or 12 year limitation period. Where we can prove that it is a latent defect, the original contractor may be liable to carry out remedial works or exercise warranties to carry out works for some elements. We will mitigate the impact on the customer whilst we are establishing liability and seeking recovery from the relevant party.

## **1. HANDOVER PROCEDURES**

- 1.1 Handover procedures will form part of the Employers Requirements within the works contract. The Development Agent will inform the design team of the Association's requirements.
- 1.2 Handovers will be accepted on a Tuesday, Wednesday and Thursday only. This will only change by special arrangement with the Association.
- 1.3 Handovers will not be accepted in a week prior to a trade's holidays.
- 1.4 It is entirely incumbent on the Contractor to prepare properties to an agreed standard with the Clerk of Works and Architect.
- 1.5 The contractor will require to notify the Association, in writing, 14 days before handover dates. The Association can refuse handovers if the notice is not given.
- 1.6 Procedure for uplifting keys etc. on the day of handover will be discussed with the contractor prior to the first handover. Housing Management staff will be included in these discussions.

## **2. DEFINING A DEFECT**

### **2.1 During Defects Liability Period**

Broadly, a defect could be defined as a building problem or failure due to defective work, materials or manufacture that has arisen in the period between when the project was Partially Complete or Practically Complete (whichever was the sooner) and until the Defects Expiry period has elapsed. According to the Form of Contract used this could be a period of, 6 or 12 months (usually 12) and the reliable source of defects expiry dates will be found on the Certificates of Partial Completion.

Any defect rectification deemed urgent by the Architect shall be carried out immediately after notification. Non urgent defects rectification timescales should be detailed in the Employers Supplementary Conditions of Consent. Urgent defects are considered to be for example leaking pipework, breakdown of essential services of the building and any other matter affecting the health, safety and security of the occupier.

The Co-operative will prescribe the following timescales in the Employers Supplementary Conditions within all in major contracts:-

EMERGENCY	Within 4hours
URGENT	3 Working days
ROUTINE	Up to 10 working days
4 WEEK	Within 1 month

The Association's assessment of the defect will be at the discretion of the Clerk of Works, confirmed by the Architect.

The Association's assessment of the defect will be at the discretion of the Clerk of Works, Maintenance staff or Architect as requested to do so by Development Agent. The contractor may dispute the assessment but should be advised to put this in writing to the Association.

All shrinkage cracking to timber and gyproc walling/ceilings should be left until the end of the DLP before being attended to allow for excessive openings to be fully assessed prior to filling.

## **2.2 Latent Defects – Before final Certificate**

Any defect arising after the defects period expiry date but before Retention has been released and before the Final Certificate has been issued may be held to be the Contractor's responsibility and rectification enforced by the Architect and by the Development Agent as Client representative.

If a building problem is suspected to be a latent defect as defined above, inform the Architect in writing and ask for the Architect's opinion on whether the problem is or is not a latent defect arising from the defective work or materials or manufacture. Also ask whether the Architect will inform the Contractor of the defect and require its rectification before the release of retention is certified.

The Development Agent may approve the execution of remedial works by other Contractors and an off-set deduction authorised to the Finance Section. This deduction would be made from the next payment issued by the Architect and usually would be the penultimate Interim Certificate or Final Certificate. Before embarking on this action, the Development Agent would have contacted the Contractor directly and either reached agreement that the Contractor would carry out remedial works or informed the Contractor that the deduction would be made.

## **2.3 Latent defects – After final certificate**

A latent defect that does not become apparent or noticed until after the Final Certificate is issued and retention released may become a serious matter for the Association, the course of action will vary according to the nature and severity of the problem. A brief checklist of action would be:

- Development Agent requests inspection by Architect who will become the co-ordinator of the problem solving actively unless legal action is involved. In this case the Development Agent would co-ordinate the problem solving.
- Architect forms an opinion as to likely responsibility assisted by the Clerk of Works or in consultation with the Development Agent.
- The main Contractor will be notified of the defect and asked to take responsibility for remedying the problem. The Association will assist in making access arrangements etc. and agreeing a timescale for the work to be complete.
- In the event that the Contractor refuses to accept responsibility for resolving the latent defect the Development Agent will liaise with the Architect and Clerk of Works to identify the cost and method of remedial work.

- If the Association decides to pursue legal action against the contractor or architect (depending on the nature of the defect) the Development Agent will liaise directly with the Association's solicitor.
- A defect of a serious nature would be reported to the funders.

### **3. ASSOCIATION'S INTERNAL PROCESS**

It is recognised that there may be small changes to the defect repair procedure depending on the contractor's own procedures. Prior to site completion a meeting will be held with the contractor to agree procedures. However, the Association's general reporting procedure for defects is as follows:

- Tenant reports defect direct to the Association's office.
- The Maintenance staff will issue defects repair line work order and email to the contractor
- Maintenance will arrange suitable access times (and contact details) with the tenant and will give an indication of how quickly the repair will be dealt with.
- The Maintenance Section or the Clerk of Works may pre-inspect the reported repair if there is doubt as to whether it is a defect or to establish the exact repair required.
- The contractor will return a copy of the work order to the office with clarification of completed works
- The Maintenance Section will have direct responsibility for monitoring and reporting defects to the Director and Management Committee. Report will record

Number and nature of defects reported.  
 Number of outstanding defects  
 Timescales breached by the Contractor.  
 Any other problems that may arise

- The Maintenance Sections will make the Development Agent aware of any problems in resolving defects.
- Defects monitoring will form part of the post scheme appraisal carried out by the Association on completion of each project. This will allow the Association to make future decisions on the procurement of contractors and will allow feedback on future specifications.

### **4. ARCHITECTS - NOTIFICATION OF END OF DEFECTS PERIOD**

The Architect will be required to make note on the partial possession of the DLP period to allow defects to be carried within the correct timescale. This is particularly important for phases handovers.

The Architect will have overall responsibility of ensuring the completion of the defects and issuing the completion of defects certificate.

The Association will not make final payment of retentions until it is satisfied that all defects are complete and certificates received.