

## Defects Procedure

Date Issued: 21/04/2026	Version: 1
Owner: Asset and Repairs	Next Scheduled Review: 21/04/2029

### 1. Scope

- 1.1 This applies to all new homes and should be followed by Flint or any of its delivery partners or contractors dealing with defects, for all customers (regardless of tenure), throughout the Defects Liability Period of a new home.
- 1.2 Defects encompass work completed by the developer that is not to the correct standard due to a faulty part, poor workmanship, or bad design which becomes evident during the DLP.
- 1.3 Defects that occur after the DLP are known as Latent Defects. Please refer to the Latent Defects Procedure.
- 1.4 Damage caused because of accidents, misuse or vandalism are not considered defects or the responsibility of the developer. These are the responsibility of the customer and may be a chargeable repair. Please refer to the Chargeable Repairs Policy.
- 1.5 For the purposes of this Procedure, any reference to Flint Housing or “our” or “we” shall be relevant to all its associated entities and administered, where applicable, by its housing management provider(s).

### 2. Aims and Objectives

- 2.1 Flint Housing aims to provide high quality homes for our customers to enjoy. When customers move into their newly built home, they may find defects that remain the responsibility of the developer to rectify during the Defects Liability Period (DLP).
- 2.2 Our commitment is to put right any defects within a reasonable timeframe and with the least amount of disruption to the customer. To do this we are required to coordinate with our partners.
- 2.3 We have a responsibility to keep the customer informed throughout the process with regular updates and clear lines of communication between Flint Housing, our housing management providers, the customer and any developers or contractors.
- 2.4 Customers may raise an issue that is not considered a defect. In these instances, it is our responsibility to advise our customer accordingly, or if it is a repair being requested by a rented customer, refer this for repairs, which, depending on the nature of the issue, may be for Flint Housing to repair or a customer responsibility.
- 2.5 At the end of the DLP (the timeframe dictated by the Development Agreement – normally 24 months but could be 12 months) the housing management provider will coordinate an inspection between our Employer’s Agent (EA) and Developer to agree any outstanding defects that require making good.

### 3. Our Procedure

#### Practical Completion (PC)

- 3.1 Flint Housing’s key performance indicator is to accept homes with no defects; where defects are present these should be kept to a minimum and if above 5 in number, require sign off by the Asset and Repairs Team for PC to be achieved. These defects should not include items that cannot be resolved within two weeks or defects where more than three visits/ trades are required to repair.

- 3.2 The PC certificate will identify outstanding defects and include a deadline (usually 14 days) following which Flint Housing will complete works on the developer's behalf and deduct costs. The correct notices must be served by the EA to ensure costs are recovered if this occurs. Please refer to the Cost Recovery Procedure (Appendix 1).
- 3.3 At PC it is the EA's responsibility to ensure homes are left with trickle vents open, extracts running at the low speed (lights left on where required for the continuous running of extracts) and, if the gas is not capped, homes left with the heating set at 18°C.
- 3.4 Outstanding PC defects will be issued by the EA directly to the developer.

### **Defect Management**

- 3.5 Defects should be raised directly to Flint Housing's housing management provider by residents via the Ark app or email, or by phone for emergency issues and if residents have difficulty using the portal.
- [Flint Housing - Pinnacle Group](#)
  - Emergency defects – 0808 196 8275
  - Email – [flinthousing@pinnaclegroup.co.uk](mailto:flinthousing@pinnaclegroup.co.uk)
- 3.6 It is also the duty of all Flint Housing staff and other providers working on behalf of Flint Housing, including the EA and housing management providers and their contractors, to report any defects that they come across.
- 3.7 All communications with residents, developers and contractors will be coordinated through the housing management provider and all associated information will be stored within the housing management providers system.
- 3.8 The rectification of defects are required within the following timescales:
- Emergency defects: 24 hours.
  - Urgent defects: 5 working days.
  - Non-urgent (Routine) defects: 20 working days.
- 3.9 Where a defect notification goes directly to the housing management provider, they will check customer details and needs, gather information (triage) the issue, requesting photos where required. Once sufficient information has been provided, the defect will be allocated to the developer associated with that site.
- 3.10 If no defect is determined, the housing management provider will inform the resident and offer advice on next steps.
- 3.11 If it is not clear whether there is a defect, the housing management provider will further review the issue and clarify. An inspection may be required by the housing management provider to determine liability.
- 3.12 The housing management provider and EA will check the developer's progress, and the housing management provider will provide updates where appropriate.
- 3.13 The housing management provider will update the customer including reasons for a genuine holdup and/or an explanation of appropriate next actions.

### **Closing Defects**

- 3.14 When advised that the defect has been completed the housing management provider and EA will confirm the date on which works were completed by the Developer and close the defect.
- 3.15 If the resident subsequently advises that the defect has not been satisfactorily resolved, the housing management provider should re-open the defect, ask for photos and instruct the Developer of the necessary action. If required, the housing management provider should inspect where appropriate.

### **Emergency Defects**

- 3.16 The housing management provider will call Emergency Defects through to the developer's customer care team by telephone.
- 3.17 Where there are reports of Damp & Mould the developer will be asked to react within 24 hours. If this does not occur the housing management provider will instruct their subcontractors to attend and evaluate the situation and undertake any remedial action, including cleaning down.
- 3.18 The housing management provider will advise Flint of the emergency setting out:
- Potential Health and Safety risks to Flint Housing customers to be considered.
  - Identify method of escalation, take back work or use of alternative contractors.
- 3.19 The housing management provider will follow up when practicable with the Developer, but at the earliest opportunity.

### **Emergency Out of Hours (OOH)**

- 3.20 Our housing management providers are required to operate an out of hours emergency (OOH) Service. When an OOH report is received the housing management provider will raise a defect and contact the resident to discuss the issue, gain as much information as possible, request photos where required and explain the process going forward.
- 3.21 Where the OOH service decide it is not an emergency issue – it will advise the resident to log the issue via the via the Ark app where it will be picked up during the next working day. Costs for false callouts may be charged back to the resident; the housing management provider is responsible for providing evidence to facilitate cost recovery via their Income Team.

### **End of Defects (EoD)**

- 3.22 As a minimum, twelve weeks prior to the end of the Defect Liability Period (DLP), the Employers Agent will instruct End of Defects:
- The Employers Agent will contact the Developer and advise of inspection date/dates.
  - Once the agreed date is received from the Employers Agent, the housing management provider will write to residents to inform of them of the date/dates for inspection.
  - Time slots will not be given – customers can request first or last appointments, but we cannot give specific appointment times.
- 3.23 As a minimum, one week prior to the end of the EoD inspection, the housing management provider will send a reminder of the EoD inspection to the resident and forward the EoD pack to the Employers Agent, which will include:
- Customer Requests regarding appointments.
  - List of existing outstanding open defects.
  - Customer EoD lists if they cannot be home on the inspection day.
- The Employers Agent will add a list of known defects at practical completion to the EoD pack.
- 3.24 The Employers Agent and housing management provider will conduct the inspections and will advise Flint Housing of the inspection date/dates. The EA will produce the EoD list and forward to the Developer copying in Flint and the housing management provider.
- 3.25 The Employers Agent and housing management provider will check progress with the remaining defects as per 3.5 onwards.
- All EoD issues are to be closed out to the customers satisfaction as specified within the Development Agreement. Where there is no specific time frame for closure within the Development Agreement the Developer must close out all EoD issues within 20 working days or at the discretion of the Asset and Repairs Team.

### **Taking Work Back from Developers**

- 3.26 At the end of the service level agreed timescale for the defect the Employers Agent will notify the Developer that they have 7 days to rectify the defect or Flint Housing will appoint their own contractor specifying the date and look to recover costs if the defect is not repaired.
- 3.27 On the last day of the 7-day notice period the Employers Agent will check whether the defect has been repaired and (unless the developer has a genuine reason to delay) will advise the housing management provider to instruct a contractor or to organise quotations and instruct an alternative contractor and to recover the costs accordingly from the developer. This will include a management fee to be paid by the Developer.
- 3.28 The Employers Agent should let the Developer know that Flint has taken back the work(s) and will contra-charge costs. Include quote if applicable.
- 3.29 The housing management provider will update the resident and will check progress of the works with the chosen contractor.
- 3.30 When the contractor informs the housing management provider that the work is complete, they should check with the resident and close the defect. The Employers Agent should be notified.
- 3.31 The approving Flint Director will approve payment to the contractor(s) and will forward this to the Employers Agent including whether the invoice is recoverable.

### **4. Making Good Defects Certificate**

- 4.1 When all the works are complete, the Developer will write to Flint to request the Making Good Defect Certificate.
- 4.2 Flint will ask the housing management provider and EA to confirm whether all the defects are complete and whether costs have been incurred and what costs have been recovered to date.
- 4.3 The housing management provider and EA will confirm the defect status and costs.
- The file pack is to include copies of the Notice of intention to take back work (seven-day notice), the Notice to take back work and invoices.
- 4.4 The Employers Agent is to deduct costs either by requesting the Developer to deduct from the final invoice or by issuing Pay-Less notice.

### **5. Complex Cases**

- 5.1 The housing management provider and Employers Agent will provide regular updates on any complex cases.
- 5.2 Damp and Mould cases will be reviewed weekly reporting progress to the Asset and Repairs Team.

### **6. Monitoring and continuous improvement**

- 6.1 Ongoing monitoring of defects will be reported as a minimum over the following ranges:
- Number of defects
  - Defects within SLA categories
  - Defects outside SLA categories
  - Aged defects
  - Defects by tenure
  - Defects by category

- Damp and Mould cases
- Cost and cost recovery
- Developer performance
- Number of properties under DLP warranty and at EoD.

## **7. Equality and Diversity**

- 7.1 Flint Housing is committed to making sure all services are accessible to all our residents. Our staff will be trained to ensure they are communicating appropriately with our customers, and they have the relevant information.
- 7.2 This procedure will be applied in a way which makes sure we treat all customers with fairness and respect. We recognise our duty to advance equality of opportunity and prevent discrimination or victimisation on the grounds of age, sex, sexual orientation, disability, race, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership and any other defined within the Equality Act 2010.
- 7.3 On request we will provide translations of all our documents, policies and procedures in various languages and formats including braille and large print.

## **8. Delivery of this procedure**

- 8.1 This procedure should be read alongside:
- Latent Defects Policy
  - Build warranty guidance.
- 8.2 The effective delivery of this policy including training, guidance and support required by staff for implementation of this policy will be provided by Flint Housing's housing management partners.

## **9. Reviews**

- 9.1 We will review this procedure at least every three years to make sure it remains relevant and accurate unless:
- Legislation/regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice.
  - We identify any problems or failures in this procedure as a result of customer and stakeholder feedback, complaints or findings from any independent organisations.

Appendix 1 – Process for contra charging

