

Latent Defect Procedure

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

1. Policy Statement

- 1.1 At Flint Housing we strive to provide the best affordable homes with the best customer support. The energy efficiency and specification of our homes are designed to provide the best possible foundation for our customers. This is backed by the continuous pursuit of providing the best customer support, driven by empathy and the ambition to continually improve.
- 1.2 Whilst Flint aims to provide high quality homes for our customers to enjoy, due to the nature of construction; faults and defects caused by failures in design, materials or workmanship can occur after the end of the Defect Liability Period. This is known as a Latent Defect. If a latent defect is discovered, Flint will make every effort to resolve it.
- 1.3 Where a Latent Defect arises in a Flint home, Flint will pursue the developer that originally constructed the property to rectify the issue in a reasonable timeframe and with the least amount of disruption.
- 1.4 If you are an Affordable Rent customer, where a defect presents an immediate damp, mould or excessive condensation risk to your health or safety, we will investigate within 24 hours for emergency hazards or within ten working days for significant hazards. If the investigation confirms the presence of an emergency hazard, we will begin safety work within 24 hours of the investigation concluding and within five working days for significant hazards.
- 1.5 Customers are required to provide access to their home within these timeframes. Failure to do so may result in delays to remedial action and could impact the safety and condition of your home.
- 1.6 We will provide a written summary of our findings within three working days of completing our investigation.
 - An emergency hazard poses an imminent and significant risk requiring action within 24 hours
 - A significant hazard poses a risk requiring urgent action but not immediate intervention.
- 1.7 If we cannot make your home safe within these timeframes, we will provide suitable alternative accommodation at no cost to you.
- 1.8 If you are a Shared Ownership customer and you have reported a defect that has created Damp and Mould during your Defects Liability Period, sections 1.4 to 1.6 are applicable. Where Damp and Mould has become present after your Defects Liability Period, this should be pursued through your warranty provider.
- 1.9 Where a Defect that is not related to damp, mould or condensation is reported in a Flint home, we will instruct the Developer to resolve the issue within the timescales in our agreements with them and with the least amount of disruption to customers. Defects should be corrected within 30 days from being reported although this may be extended if there is a longer waiting time for materials.
- 1.10 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
 - flinhousing@pinnaclegroup.co.uk

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.

- 1.11 Our staff will keep you well informed throughout the process with regular updates and clear lines of communication between you, us, the home warranty provider and any developers or contractors.
- 1.12 Where the issue you have raised is not considered a latent defect, we will offer advice on how best to resolve this.
- 1.13 In applying this policy, your individual needs including any vulnerabilities and communication requirements will be assessed to identify any additional support or reasonable adjustments in line with our Helping You Access Our Services Policy.
- 1.14 Customer feedback following latent defect resolution informs ongoing improvements to our processes and helps ensure this policy delivers the outcomes residents expect from our aftercare service.
- 1.15 This policy has been developed in line with the following acts and standards:
- Hazards in Social Housing (England) Regulations 2025 (Awaab's Law)
 - Social Housing (Regulation) Act, 2023 and Consumer Standards
 - Care Act 2014
 - Housing Grants Construction and Regeneration Act 1999.

2. The scope of this policy

- 2.1 This applies to all new homes and relevant procedures should be followed by Flint or any of its delivery partners or contractors dealing with a latent defect, for all customers (regardless of tenure).
- 2.2 Latent defects are items that were not detectable during the Defects Liability Period and can be (but not always) of a more structural nature. The organisation that provides the warranty for the property will be contacted by Flint and the developer given the opportunity to rectify the works.
- 2.3 Damage caused by accidents, misuse or vandalism are not considered as latent defects or the responsibility of the Developer who built the property. Where the resident is a rental customer and the damage is a result of resident misuse, rectification costs may be recharged to the resident. Shared owners are responsible for their own repairs should any damage or misuse occur.
- 2.4 For the purposes of this Policy, 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).

3. Equality and diversity

- 3.1 Flint is committed to making sure all services are accessible to all our customers. Our staff will be trained to ensure they are communicating appropriately with our customers, and they have the relevant information and access to translation services to ensure they fully understand you.
- 3.2 This policy 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 protected characteristics defined within the Equality Act 2010.
- 3.3 On request we will provide translations of all our documents, policies and procedures in various languages and formats including braille and large print.

4. Delivery of this policy

- 4.1 This policy should be read alongside:
- Defects Procedure
 - Repairs Policy
 - Damp, Mould, and Condensation Policy

- Temporary and Permanent Moves 'Decant' Policy

4.2 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.

5. **Policy Review**

5.1 We will review this policy at least once 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.

5.2 We will consult with customers when reviewing this policy.