



# Cassiltoun

## Housing Association

### DEFECTS POLICY

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<b>Chair Person/Office Bearers Signature:</b>	

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Registered Scottish Charity No: 035544

# **CASSILTOUN HOUSING ASSOCIATION LIMITED**

## **DEFECTS POLICY**

### **1.0 POLICY OBJECTIVES**

- 1.1** This policy clarifies Cassiltoun's expectation on all parties involved in the administration and reporting of defects at planned maintenance and development projects.
- 1.2** It sets out the Association's requirements that shall be included in all contract documents, clarifies the responsibility of all parties involved and defines procedures to minimize disruption and inconvenience to residents involved in the process.

### **2.0 LEGAL AND REGULATORY FRAMEWORK**

- 2.1** As a registered social landlord, Cassiltoun HA must comply with the Regulatory Standards of Governance and Financial Management set out by Scottish Housing Regulator. Standard 2- '*The RSL manages its resources to ensure its financial well-being and economic effectiveness*' is of relevance to this Policy.
- 2.2** Every major development and planned maintenance contract let by the Association will contain detailed procedures for administration and reporting of defects once the scheme is off-site.

### **3.0 EQUAL OPPORTUNITIES STATEMENT**

- 3.1** We recognise our pro-active role in valuing and promoting diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures. We will check this policy and associated procedures regularly for their equal opportunity implications, taking appropriate action to address inequalities likely to result or resulting from the implementation of the policy and procedures. We are committed to providing fair and equal treatment to all applicants including tenants and will not discriminate against any on the grounds of race, colour, ethnic or national origin, religion, age, gender, sex, sexual orientation, marital status, family circumstances, employment status or physical ability.

## 4.0 RESPONSIBILITY

- 4.1 It shall be the responsibility of the Association's Development Consultant to ensure that this policy is incorporated within tendering documents for main contractors on development projects.
- 4.2 This responsibility shall lie with the Director of Operations for planned maintenance projects.
- 4.3 It shall be the responsibility of the Association's Technical Officer to liaise with the Architect/ Employer's Agent during the defects period to ensure that all the agreed procedures are implemented on planned maintenance and development projects.

## 5.0 TIMEFRAME

- 5.1 The Defects Liability Period relates to planned maintenance and development contracts.
- 5.2 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.
- 5.3 It is the policy of Cassiltoun Housing 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.

## 6.0 KEEPING RESIDENTS INFORMED

- 6.1 It is essential that a residents' handbook is prepared for all developments/ planned maintenance projects. Within this, all tenants should be made fully aware of the defects responsibilities/procedures.
- 6.2 Residents moving into new accommodation following handover of development schemes will be advised at that time that any decoration will be at their own risk as it may be necessary for the Contractor to carry out remedial works to walls and ceilings at a later date. The Contractor will not be liable for reinstatement of tenant's decoration following works of this nature.

## **7.0 CONTRACTORS EMERGENCY NUMBERS**

- 7.1** The contractor will submit the relevant emergency repair numbers to Cassiltoun. It is thereafter the Contractor's responsibility to inform the Association of any changes to the numbers.

## **8.0 DAY-TO-DAY NOTIFICATION**

- 8.1** On receipt of a reported defect, a standard Defects Notification Sheet will be prepared and a member of the Operations Team will arrange to inspect and verify the reported defect and ascertain, if required, the exact nature of the problem and to ensure that the complaint relates to a valid defect under the contract terms. Defects Notification Sheets will be numbered to ensure that the Association can keep a record of overall defects being reported and to facilitate checks on rectification. The following information will be recorded:

- Reference number as appropriate
- Name and address of tenant
- Telephone number (day and evening)
- Access arrangements
- Date of repair being notified
- Nature of defect
- Date reported to contractor and estimated date of completion.

- 8.2** The Defect Notification Sheet shall be passed to the Contractor and the Lead Consultant by email or by telephone dependent on the urgency of the reported defect. It is the Lead Consultant's responsibility to ensure that defects are responded to quickly. Requests to rectify urgent defects or progress updates will be channeled through the Lead Consultant.

- 8.3** In case of emergencies outwith normal office hours, tenants should phone the contractor's emergency number. Should a response be unobtainable, tenants can contact the Association's own Emergency Contractor to carry out the necessary work. Tenants must notify the Association on the next working day of any emergency call-outs of this nature whereupon a defects notification, if appropriate, shall be sent to the Contractor and Lead Consultant.

- 8.4** On verification of a defect requiring emergency repair, Association staff will contact the Contractor's emergency telephone numbers. Tenants may use these out with office hours.

## **9.0 CONTROL OF DEFECTS**

- 9.1** The Association will ensure that it is informed of the Contractor's nominated person who will supervise the co-ordination of defects attendance, and that this person shall report on a monthly basis to confirm the status of all reported defects.

**9.2** The Technical Officer should 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.

## **10.0 RESPONSE TIMES**

**10.1** The Association expects specific response times to be achieved. There are three timescale categories used by Cassiltoun in prioritizing defects. A broad definition of the different repairs categories and timescales is given below. Where there is a doubt, the Association's classification of the defects will be at the discretion of the Architect/Employer's Agent.

## **11.0 EMERGENCY**

**11.1** An emergency repair is a repair which if not carried out could threaten the health or safety of the tenant, or could cause serious damage to the building e.g. gas leaks, flooding, electrical faults which may be dangerous.

**11.2** An emergency repair must be **made safe within 2 hours** and repaired within 3 working days from the time the defect is reported.

## **12.0 URGENT**

**12.1** This is a repair which causes substantial inconvenience to tenants and has a degree of urgency e.g. hot water and heating defects, running overflows etc.

**12.2** Such defects must be repaired within 3 working days following the day on which it was reported.

## **13.0 ROUTINE**

**13.1** This is a repair that is minor in nature and does not pose any threat to the health or safety of the tenant or building.

**13.2** The Association expects a package of routine defects to be attended to on the following basis: -

On a weekly basis for the first 2 months of the defects liability period;

On a fortnightly basis for months 3 to 4 of the defects liability period;

On a monthly basis for months 5 to 12 of the defects liability period.

## 14.0 RIGHT TO REPAIR

14.1 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:

Right to repair description	Timescale for completion (days)
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

## 15.0 COMPENSATION UNDER THE RIGHT TO REPAIR SCHEME

15.1 Under the Housing (Scotland) Act 2001, tenants are eligible for compensation for late completion of the specific repairs detailed above in Section 12. Cassiltoun HA 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.

## 16.0 DISAGREEMENTS WITH THE MAIN CONTRACTOR

16.1 Any disagreements regarding the legitimacy of defects will be discussed as and when they arise - with the Lead Consultant, the Technical Officer, Main Contractor and project Clerk of Works - who will agree on the resolution of any problem and payment terms for rectification of the defect.

## **17.0 NON ATTENDANCE BY THE MAIN CONTRACTOR**

- 17.1** The Technical Officer will monitor defect rectification and advise the Lead Consultant of any problems. An example of this is where a defect has not been rectified within designated timescales or if continuing delays are being experienced.
- 17.2** The Lead Consultant will issue a notice to the Main Contractor confirming the necessary timescale for completion. The Main Contractor will also be advised that failure to attend to the reported defect within the designated period will result in the Association instructing an alternative Contractor and that all sums involved will be deemed 'recoverable'.
- 17.3** It is VITAL that all efforts are made to get the Main Contractor to attend to a defect.
- 17.4** If another Contractor remedies a defect this should only be in an emergency or in an extremely urgent situation. The Main Contractor may refuse to accept liability for rectification of any recurrent problem if others have 'tampered with' or remedied his original workmanship. It is an easy way for the Main Contractor to evade all future responsibility for a particular item and this course of action should be avoided if possible – especially with major components of any description.
- 17.5** The Association shall inform the Contractor after the above response times have elapsed that it considers no willingness to attend has been shown. In these circumstances, the Association will instruct the work to be carried out by others and advise that the costs will be deducted from any future monies due.
- 17.6** If the Association's own Contractor is employed, he will submit an invoice for the works to the Association. On receipt of this invoice, the Association shall advise the Contractor and Cost Consultant that the Association's costs will be deducted from any future monies due.

## **18.0 END OF DEFECTS LIABILITY PERIOD**

- 18.1** 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. A member of the Operations Team will accompany the Lead Consultant on all final inspections.
- 18.2** 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.
- 18.3** 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.

- 18.4** The Main 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.
- 18.5** 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.
- 18.6** It is the responsibility of the Technical Officer to ensure that all defects have been completed prior to the release of retention monies withheld by the Association at Practical Completion.

## **19.0 RECOVERABLE COSTS**

- 19.1** If, during the course of the Defects Liability Period, the Association has expended any monies in direct instruction of defect rectification i.e. been compelled for whatever reason to use an alternative Contractors, then copies of such invoices will be retained by the Technical Officer. The Technical Officer will liaise with the Finance Section at Final Account stage (i.e. at completion of final defects the Lead Consultant will issue a Final Certificate permitting the release of retention monies held by the Association to the Main Contractor) to ensure that recoverable costs are recouped by deduction from the final payment to the Main Contractor.
- 19.2** The Project Cost Consultant will be provided with copies of invoices and will assume the responsibility of quantifying recoverable costs and notifying the Main Contractor of the Association's intent to recover via deduction from the final payment.

## **20.0 LATENT DEFECTS**

- 20.1** The Main Contractor's contractual liability ceases when the Making Good Defects Certificate is issued- with the exception of potential responsibility for any latent defect.
- 20.2** A latent defect may be summarized 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.
- 20.3** The Technical Officer 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.
- 20.4** Dependent on the severity of the latent defect or potential risk to the Association's property the Technical Officer can instruct essential remedial works with the approval of the Chief Executive. The Board of Management will be kept fully apprised of problems/progress. Detailed records will be maintained in the event of any future legal action being necessary.



**20.5** 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.

**20.6** 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.

## **21.0 REPORTING TO MANAGEMENT COMMITTEE**

**21.1** Throughout the Defects Liability Period quarterly reports will be submitted to the Operations Sub-Committee to permit monitoring of progress and/or to highlight any problems that may have arisen.

## **22.0 REVIEW OF POLICY**

**22.1** This policy will be reviewed every three years.