

Defects, Latent Defects and Initial Repair Period (IRP) Policy

Scope of Policy

This policy sets out the overall approach that Platform Housing Group (the Group) will take in relation to managing defects for its customers during the Defect Liability Period (DLP) in new build development projects. It also covers our approach to latent defects that arise after the DLP.

A separate section is included on the approach to managing the 10 year repair period; also referred to as Initial Repair Period (IRP), introduced as part of the New Shared Ownership Model (NSOM). This has been added due to the link to the Defect Liability Period (DLP) in the customer's first year. A Frequently Asked Questions (FAQs) (**Appendix 1**) document sits along this policy providing further information on the IRP.

Applicability

This policy applies to all customers of the Group in new build homes only, that have an initial Defect Liability Period (DLP). Typically, the DLP is for 12 months from the date of handover of the property to the Group from the Developer partner (contractor). The handover date to the Group may differ to the date a customer moves in, and customers should refer to their welcome pack for details of the DLP end date.

The resolution of evidenced Latent Defects, referenced in this Policy document (and the accompanying Latent Defect Procedure found in **Appendix 2**) relates to defects that were not evident through inspection at the time of handover. The term latent defect does not relate to defects, new build repairs, general wear or tear, or items covered by repairs and maintenance. The Group recognises that on rare occasions, there may be exceptional circumstances where we assist shared owners with the resolution of latent defects in their homes, even though liability sits with the customer.

In relation to the 10 year repair period, this only applies to customers whose homes have been delivered through the Homes England Affordable Home Programme 2021-2026 as part of the New Shared Ownership Model. During the 10 year period the Group will meet the cost of qualifying repairs and maintenance, through a yearly customer allowance of no more than £500. This obligation ends at 10 years or if, at any point, the customer staircases to 100% ownership.

1. Policy Statement

1.1 The Group is committed to delivering high quality new build homes ensuring that any eligible defect repairs are dealt with in a customer focussed and timely manner, by the Developer partners contractually appointed by the Group.

2. Context

2.1 The Group aims to deliver 1,600 new homes each year to support the Corporate Plan.

- 2.2 The Group will have a contract for each development scheme outlining the duration of the DLP, typically 12 months, and timeframes for managing defects during the DLP. It will also specify what happens at the end of the defect period and the requirements for releasing any retention monies to the Developer Partner.
- 2.3 Customer feedback highlights that effective management and communication during the handover, snagging and defects process has a positive impact on customer satisfaction.
- 2.4 In relation to managing the defects process, this policy sits alongside the wider Development Procedural Manual.
- 2.5 Please refer to **Appendix 2** (Latent Defect Procedure) and **Appendix 3** (Latent Defect Process Map) for the management and resolution of Latent Defects.

3. Aims and Objectives

- 3.1 The main aim and objective of this policy is to ensure that the customer experience regarding defect management is a positive one. This includes:
- A proactive approach in managing and monitoring eligible defect repairs; ensuring that customers are kept informed at all stages.
 - Developing good relationships with Developer Partners to complete eligible defect repairs in a timely manner and to required quality standards.
 - Ensuring that all parties, including customers, are aware of their responsibilities during the defect management process.
 - Ensuring that any resolution to latent defects is delivered as efficiently as possible, avoiding abortive working and non-value-added activities, while mitigating against potential disrepair claims.
 - Providing clarity around the Initial Repair Period (IRP), introduced as part of the New Shared Ownership model (NSOM).

4. Policy Outline

4.1 Eligible Defect Repairs

These are generally issues in the property that result from poor workmanship; an issue with design; or a fault with the component or materials used.

This excludes damage caused by fair wear and tear, customer negligence or customer abuse.

4.2 Defect Liability Period (DLP)

The duration of the DLP will be specified in the contract between the Group and the Developing Partner. It is usually 12 months from the date of property handover to the Group, which may differ to the date a customer moves in.

Customers will be made aware of their DLP end date in their Welcome Pack. Our internal system will also be updated with the DLP duration and end date. During this period eligible defect repairs will be reported directly to the Group and put right by the Developer Partner, at no cost to the Group or customer.

4.3 Reporting Defect Repairs During the DLP

4.3.1 Each new build property will have a Home User Guide which details how customers can report defect repairs centrally through the Group's Contact Centre "Hub".

4.3.2 Customers can report defect repairs online or by phone. The Group suggest that emergency defect repairs should be reported by phone.

4.3.3 To ensure the best service is offered, customers should ensure they only report defect repairs to the Group "Hub" and not directly to the Developer Partner (even if they are still on site). This enables proper logging and formal notification through job tickets from our internal system to the Developer Partner. It also means that the customer can be informed and advised of any next steps if they report an ineligible defect repair that will be cancelled from the system.

If Customers report defect repairs directly to the Developer Partner, the Group will have no way of proactively managing or monitoring the defect repair or assessing Developer Partner performance.

4.3.4 In the event of subsequent queries or complaints, the Group may take the decision to only consider defect repairs that were reported directly and passed formally through job tickets to the contractor during the DLP or agreed as part of the end of defect inspection.

4.4 Defect Classification and Completion Times

When a defect repair is reported and logged by the Group "Hub", it will be routed through our systems to the Developer Partner who will contact the customer to arrange a time to attend.

In exceptional circumstances only the Group may change the priority of a repair when it is reported and logged by the "Hub". For example, where something classified as routine is considered more urgent given the situation for customers. This is purely at the discretion of the Group.

Typically, The Group, through its contractors, asks for defect repairs to be attended to within the following timescales.

4.4.1 **Priority 1 - Emergency Defect Repairs**

To avoid any delays, customers should report these by phone and they should be dealt with by the Developer Partner within 24 hours. However, emergency defects of a kind likely to affect health, safety or security should be made good within an eight-hour period and any follow up work undertaken promptly.

The Group consider the following, as some examples, classed as emergencies:

- Complete electrical failure/or safety of an electrical source affected.
- Blockage of the only toilet at the home.
- Blocked sewers or shared drains (to be addressed by the contractor and referred to the Group if the blockage is caused by end users).
- Total heating or hot water failure (November–February).
- No hot water (October–March).
- No heating (October–March).
- Severe water or roof leak that cannot be contained (causing damage to interior).
- Loss of security of windows and external doors through faulty locking mechanisms (excluding customer damaged).
- Total loss of power/lights.
- Major plumbing faults (for example where flooding occurs).
- Making home secure (for example, boarding up, temporary make safe to doors and windows).

If the Group is unable to contact a Developer to complete an emergency repair, they may complete it themselves and recover the cost from the Developer.

All other defect repairs should be dealt with in line with the guidance below.

4.4.2 **Priority 2 – Urgent Defect Repairs**

These are repairs that materially affect comfort and convenience of the customer. Works in this category should be completed within 5 working days.

The Group considers the following as, some examples of, repairs classed as urgent:

- Total heating failure (March-October).
- Total hot water failure (March-October).
- Water leaks external (containable).
- Constantly running overflows.
- Total failure of door entry systems.
- Communal light repairs (where there is potential risk).
- Partial heating failure.
- WC repairs (including no flush).
- Cooker or fridge repairs (where supplied and maintained by us).

- Repairs to doors and windows, where security is at risk.
- Badly leaking wash hand basin, bath or sink traps.

4.4.3 **Priority 3 – Routine Defect Repairs**

These are repairs which do not cause serious inconvenience or fall into priorities 1 or 2. It is considered reasonable to wait a short lead time before they are dealt with.

Works in this category should be completed within 20 working days.

Routine repairs include but are not limited to:

- Minor or individual electrical faults.
- Communal repairs (e.g., lights/surfaces) unless there is potential risk.
- Repairs to smoke alarms.
- Re-glazing (where any necessary boarding up has been carried out).
- Replacing faulty external door locks (where considered non-emergency).
- Communal path repair (where there is a potential risk).
- Leaking guttering.
- Works to external walls, fences and gates.
- Works to the structure and structural finishing and fittings.

4.4.4 **Priority 4 – Minor Defect Repairs**

These are defect repairs which do not affect the comfort of the customer neither restrict the use of the property. Also, they cause no detriment to the property if left unresolved for 12 months.

Works in this category may be completed at the end of the 12-month DLP.

Minor repairs include, but not limited to:

- Internal doors binding/catching.
- Shrinkage cracking over 3mm wide.
- Excessive nail pops.

4.5 **Proactive Monitoring of Defect Repairs**

The Group will proactively monitor and regularly review the status of all defect repairs; this will include close liaison with Developer Partners, and business as usual monitoring.

Where there are unreasonable delays, a view should be taken on the appropriate escalation routes within the Group, for example, through collaboration within the Customer Care team, Delivery teams and Employers Agents.

Customers must be kept informed at all stages to promote a positive experience, even when things do not go to plan.

4.6 **Retention Monies**

A retention (an amount of money) is usually withheld from the Developer Partner until the satisfactory end of the DLP. The Group can use another contractor if the original Developer Partner fails to complete work in a timely manner. The cost of taking this route can be deducted from the retention monies originally owed to the Developer Partner. The Developer Partner should be notified and given a reasonable timeframe to rectify issues before another contractor is appointed. This situation should be managed contractually, in close association with the Group's appointed Employer's agent, keeping the overall customer experience in mind.

4.7 **End of Defect Inspections**

4.7.1 Approximately 4-6 weeks before the end of the DLP, customers will be contacted by the Group and given the opportunity to check if there are any outstanding defect repairs in their homes.

4.7.2 A date will be arranged with customers for a final End of Defect (EOD) inspection at their home. All properties must be inspected with appropriate representatives from the Group (for example, Employer's Agent, Quality Manager, Project Manager) as well as the Developer Partner.

4.7.3 Those in attendance should agree which defects are eligible as part of this inspection. These will form the final, EOD list. It should be clearly communicated with the customer what will be addressed and what will not be addressed as part of this final list. Customers should also be made aware that typically repairs will not be added to the list following this inspection.

4.7.4 The Employer's Agent will formally issue the final EOD list to the Developer Partner who will make direct arrangements in advance with customers to complete works within 4-12 working weeks.

The Developer Partner will ensure any agreed work is signed off as complete by themselves and the customer and returned to the Group. As a sanity check, where necessary, the Group will also arrange a courtesy follow up with between 15-25% of customers (dependent on scheme size) to ensure all defect repairs on the final EOD list have been completed.

4.7.5 Once all defects for all customers have been satisfactorily completed, the Employer's Agent will issue the Certificate of Making Good Defects and release any associated retention monies. This effectively ends the contractor's responsibility for defect repairs within the defect liability period.

4.8 Summary Responsibilities

To get the best out of the Defect Liability Period (DLP) for customers and protect the interest and reputation of the Group, the summary below outlines some main responsibilities.

4.8.1 The Customer:

- To ensure defect repairs are ONLY reported directly to the Group during the DLP (and not to the Developer Partner). Where appropriate, any supporting photographic and or video evidence relating to the defect repair is useful.
- To grant access for eligible defect repairs to be completed during the DLP and for the final EOD inspection. The Group can take an appropriate decision in the event of multiple instances of non-access, which may include cancelling the defect depending on the circumstance.
- To ensure defect repairs are reported before the defect liability period end date. The Group and the Developer Partner will only consider defects repairs up to that end date (unless they have been agreed as part of the End of Defect Inspection) or if there are exceptional mitigating circumstances.
- To respond to any courtesy, follow up to confirm completion of eligible defect repairs. The Group can take an appropriate decision in the event of multiple no responses, including closing the defect repair down as complete with no response received.
- To assume responsibility for normal wear and tear and ongoing home maintenance once the DLP has ended.

4.8.2 The Group:

- To log reported defect repairs on our internal systems and formally pass them to the Developer Partner on behalf of our customers.
- To proactively monitor and liaise with Developer Partners on a regular basis and escalate as appropriate.
- To update customers if they log a repair that is not considered an eligible defect, which may be cancelled from our system and the Developer will not attend.
- To make alternative arrangements if a Developer Partner is unable to complete defect repairs in a timely manner.
- To arrange a final, End of Defect Inspection date with customers and ensure any agreed items are completed by the Developer within timescales.
- To complete courtesy follow ups with customers to confirm EOD works have been completed.
- To give customers a final opportunity to respond to courtesy follow ups (in the event of multiple contact)
- To arrange for the issue of the Making Good Certificate and the release of any retention monies to the Developer Partner.

4.8.3 The Developer Partner:

- To provide a good quality customer service in the management of defect repairs.
- To provide contact details to the Group for reporting defect repairs in hours and out of hours.
- To complete any eligible defect repairs to the required quality standard and within a timely manner for customers as outlined in the contracts.
- To inform the Group of any defects raised through the system that are ineligible so that customers can be informed.
- To respond to the Group's proactive monitoring and advise on the status of all outstanding defect repairs.
- To attend the final EOD final inspection and complete all agreed defect repairs within 4-12 working weeks.
- To return completed final EOD lists to the Group signed off by the Developer Partner and customer.

4.9 Latent Defects

4.9.1 For information around the identification, management and resolution of latent defects present in new build homes, and whether Group is responsible, please refer to the Group's Latent Defect Procedure (**Appendix 2**) and Latent Defect Process Map (**Appendix 3**).

4.9.2 The Group's Latent Defect Procedure (**Appendix 2**) provides a written step-by-step guide for the management of latent defects, from referral to resolution. It provides clear procedural advice on repairing liability (dependent on tenure), exceptional cases, determining repairs history, invalidated warranties, making a claim against the new build warranty and evidencing a valid claim.

4.9.3 The accompanying Latent Defects Process Map (**Appendix 3**) provides a pictorial illustration of the process, including gateways and hand-off points.

4.10 Initial Repair Period (IRP)

This section only applies to customers whose homes have been delivered through the Homes England Affordable Home Programme 2021-2026 as part of the New Shared Ownership Model (NSOM). Customers will specifically be made aware if this applies to their home.

4.10.1 The Initial Repair Period (IRP) is also referred to as the 10 year repair period and is a statutory obligation.

4.10.2 During the IRP, the Group will meet the cost of qualifying repairs and maintenance, through a yearly customer allowance of no more than £500. This obligation ends at 10 years or at any point the customer staircases to 100% home ownership.

4.10.3 Eligible IRP Customer Claims

Customers can claim up to £500 a year from the Group to cover repairing, replacing (if faulty) and maintaining fixtures and fittings that:

- Supply water, gas, or electricity - for example sinks, baths or pipes.
- Heat their home, for example a boiler or radiator.

For a claim to be valid, customers must also use a Trustmark registered provider to complete eligible repairs.

Generally, it does not include:

- Installing other fixtures (such as kitchen cabinets) and fittings (such as a bed or sofa).
- Installing appliances that use your gas, electricity, or water supplies, such as ovens or washing machines.
- Repairs covered by the building warranty or any other guarantee.
- Any repairs that a customer is making an insurance claim for, although it can cover the insurance excess payment (for an eligible repair) up to the annual allowance amount.
- Anything that the customer may already be responsible for via their lease (i.e., for example gas boiler servicing).

Customers whose homes include a 10-year repair period, will be provided with a guidance document (including frequently asked questions) to clarify the specific repairs that are considered as IRP eligible as well as those that are not.

4.10.4 The Initial Repair Period (IRP) and Defect Liability Period (DLP)

- The IRP runs alongside the DLP during the first year. This means that any claims eligible under the IRP are covered by the DLP and are for the Developer Partner to resolve.
- During the first year, the only reason for an IRP claim will be if the Developer refuses to undertake a repair that is considered an eligible defect, within the provision of the IRP. The Group will strongly encourage the Developer to resolve this as part of the DLP however the IRP can be applied if this fails.
- The impact of any eligible claim settled in Year 1 will be considered as part of the Year 2 starting allowance.

Subject to the above exception, the full first year IRP allowance of £500 will be rolled over to year 2. At the start of year 2 customers will have a maximum IRP allowance of £1000 in that year.

4.10.5 Example of How the 10 Year Initial Repair Allowance Works

There is no limit on the number of claims that a shared owner can make for an eligible IRP claim in any one year, provided the total of all settled claims does not exceed the annual allowance. Any eligible IRP claim costs over and above £500 (plus any roll over value from the previous year) will be the responsibility of the shared owner.

Year	Valid Repairs Allowance	Allowance Claimed for Valid Repairs	Amount Rolled Over to Next Year
1	£500	Defect Liability Period	£500
2	£1,000 (£500 + £500)	£750	£250
3	£750 (£500 + £250)	£0	£500

4.10.6 IRP Start and End Date

The 10-year repair period starts from the commencement date of the FIRST ever lease on the property and ends either after 10 years or at the point that a customer owns 100% of the property (whichever comes first).

This means if a customer buys a home through shared ownership resale, any time remaining on the 10-year IRP will transfer to them.

If any customer owns 100% of the property, the 10-year IRP period will automatically end, and they become responsible for all repairs.

For customers who purchase their Rent to Buy property on a shared ownership basis, or convert through Right to Shared Ownership, the IRP start date is from the date of practical completion (rather than the first ever lease date). In both cases customers will get the balance of the 10 years repair period for shared ownership properties unless they own 100%.

If a customer sells their eligible home, the remaining time (up to 10 years) and repairs allowance will usually transfer to the new owner. If the new owner buys a 100% share, they do not get the IRP repairs allowance.

4.10.7 IRP Claims Process

- The full claim process for customers whose homes are eligible for the NSOM 10-year repair period, will be managed through the Group's Contact Centre Hub.
- There is an automated claim process and the easiest way to do this is through 'Your Platform Customer Portal'. Customers will have the option to sign in or register. To register, customers will require their tenancy reference, date of birth and email address. Once on the page to start a claim customers will select the 'Report a Repair Claim button' to be guided through the claim process. They will also have the opportunity to submit valid quotes, pictures and any relevant information relating to their claim.

Customers should have no reason to claim during year one, so from year 2 to year 10, or until a customer owns 100% of the home:

- Customers will be encouraged to seek pre-approval for any IRP claims.
- Customers will be encouraged to submit claims with supporting documents through our Customer Portal or supported in making a claim if they are unable to do this.
- The Group's Contact Centre Hub team will continue to manage the full claim process; from claim through to payment, in collaboration with other Group colleagues as required.
- Due to unique system identifiers, customers whose homes are not eligible will be unable to submit a claim

4.10.8 System Identifiers

All eligible properties will have a unique code on the Group's internal systems, to identify that they are entitled to the IRP yearly allowance:

- Additional checks must be in place to confirm that the property has been set up correctly at the initial stage to ensure that all eligible properties have the correct IRP code.
- The system will also record the yearly allowance amounts (including any carry forward values) the number of claims submitted and the allowance balance remaining at any stage.
- The system will record start and end dates of the IRP for each property for up to 10 years or at the point of 100% home ownership (whichever comes first).

4.10.9 IRP Claim Guidelines

The following areas are auditable:

- The Group must approve/reject a claim in a fair and consistent way within 7 days of notification of a completed eligible repair.

- If a claim is rejected, the Group must do this in writing with reasons, within 7 days of receiving supporting information on the claim.
- The Group must ensure systems exist to enable customers to notify us in advance of a claim.
- If a claim is approved, customers must be reimbursed (or have credits applied to leasehold accounts) within 21 days of submitting their eligible claim, (the 7-day approval must fall within this period).
- The Group must update the customer of any outstanding balance of allowance following an approved claim.
- Customers can get work done prior to submitting a claim in an emergency. The emergency must still be a valid IRP claim reason. The Group can approve/reject the claim retrospectively for emergency work.

In addition, the Group will:

- Include a pre-approval stage for customers before any non-emergency work is completed to reduce disputes further into the process (once an IRP case management system is in place).
- Reject repair claims from non-Trustmark registered companies.
- Credit IRP allowances to customer accounts where they are in arrears and/or split payments between the account and direct reimbursement. Customers will be advised as part of the claim process if this situation applies to them.

5. Equality and Diversity

5.1 We are committed to fairness and equality for all regardless of colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, family circumstances or offending history, as referred to in our relevant Group policies.

5.2 Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly. An Equality Impact Assessment is to be carried out on this policy.

6. Complaints

6.1 The Group aims to meet the needs of its customers by providing an excellent service. However, it is acknowledged that occasionally things go wrong, and customers may wish to complain. Should the need arise to make a complaint, please refer to the Group's Complaints, Comments and Compliments Policy.

7. Monitoring and Review

7.1 The next policy review is scheduled for October 2026 and then every three years thereafter. The policy can be reviewed earlier in the event of any significant changes.

7.2 This policy will be monitored by members of the Group to improve Customer Experience; implementing any learning from Customer Feedback to strengthen our processes and procedures; adopting any best practice where suitable.

7.3 Approved documents are valid for use after their approval date and remain in force beyond any expiry of their review date until a new version is available.

8. Associated Documents

8.1 List of documents - associated policies, procedures and publications:

- Development Procedures Manual
- Latent Defect Procedure and associated process map
- Shared Ownership Policy and Procedure (IRP element)
- Right to Buy, Right to Acquire and Right to Shared Ownership Policy (IRP element)
- Rent to Buy Policy (IRP element)
- Frequently Asked Questions (IRP)
- Home England - Capital Funding Guide
- Complaints, Comments and Compliments Policy

Author:	Deloris McIntosh, Elizabeth Birdsall & Kevin Harris
Document type:	Policy
Version 1.1:	Final
Version 1.1 Approved by: Approved date: Release date:	Performance & Risk Forum 27/05/2025 29/05/2025
Version 1 Approved by: Approved date: Release date:	Performance & Risk Forum 28/09/2023 26/10/2023
Customer Voice Panel:	Yes (V1) 05/09/2023
Next review date:	10/2026
DPIA completed:	To be completed
EIA completed:	To be completed

Appendix 1

New Shared Ownership Model: 10 Year Repair Period (IRP)

Frequently Asked Questions (FAQs)

If you have bought a new build home, delivered through the Affordable Homes Programme 2021-2026, your lease will have a **10 year repair period**, also referred to as “**initial repair period**” (IRP).

PLEASE CONTINUE TO READ only if you have specifically been made aware that a 10 year repair period (IRP) applies to your home.

10 Year Repair Period (IRP)

To help you maintain and keep your home running smoothly, your property comes with a 10 year repair period to help with the cost of some qualifying essential repairs you may need. This runs alongside your defect liability period (DLP) during the first year so **it is highly unlikely that you will need to make any IRP claims in year one. 99% of the time, your first IRP claim will most likely be after your DLP end date, which will typically be in year two.**

What is Covered?

You can claim up to £500 a year from the landlord to cover:

Repairing, replacing (if faulty) and maintaining fixtures and fittings that:

- supply water, gas, or electricity - for example sinks, baths or pipes.
- heat your home, for example a boiler or radiator.

Generally, it does not include:

- installing other fixtures (such as kitchen cabinets) and fittings (such as a bed or sofa)
- installing appliances that use your gas, electricity, or water supplies, such as ovens or washing machines.
- repairs covered by the building warranty or any other guarantee.
- any repairs that you are making an insurance claim for, although we can cover the insurance excess payment, up to your annual allowance.

If you break the terms of your lease, we will not need to pay for repairs you are normally responsible for. For example, if you:

- cause damage on purpose
- do not arrange routine servicing and maintenance, such as regular boiler servicing.

If the repairs are covered by the building warranty or another guarantee, check the warranty or guarantee documents to find out how to claim for the repairs.

From year 2 onwards, our website will include a detailed breakdown of the repairs we will cover and those that are excluded. Please check this before making any claims

My property has a Defect Liability Period (DLP), can I make a 10 year repair claim during that time

The Defect Liability Period (DLP) is usually for 12 months from the date that the property was handed over to Platform from our Developer partner. This may be different from the date you moved in. During the DLP Platform will ask the Developer to attend to any valid defect repairs.

Until your DLP end date (which you will have been advised of) **it is highly unlikely that you will need to make a claim under the 10 year initial repair period as the DLP will cover these.** Unless there is an exceptional circumstance for an IRP claim during year 1, at the start of year 2, your 10 year IRP allowance will be at £1000.

What would be an exceptional circumstance for an IRP claim during the Defect Liability Period (DLP)

The only circumstance would be, if the Developer refuses to attend to a correctly reported defect that is also eligible through the provisions of the IRP. Platform will discuss this with you and agree if the best option is to submit an IRP claim instead.

When does the 10 year repair period (IRP) start and end?

The 10 year repair period starts from the commencement date of the **FIRST ever lease on the property** and ends either after 10 years or at the point that you own 100% of the property (whichever comes first). This means If you buy a home through shared ownership resale any time remaining on the 10 year IRP will transfer to you.

Example: Shared Ownership

You buy a home through a shared ownership resale 3 years after the first ever lease on the property. You will have 7 years remaining of the IRP if you own less than 100% of the property. At any point during the 10 years, if you own 100% of the property, the 10 year IRP period will automatically end, and you become responsible for all repairs.

What happens if I purchase my Rent to Buy property on a shared ownership basis or convert through Right to Shared Ownership?

In both cases you will get the remainder of the 10 years repair period for shared ownership properties, until the 10 year IRP period ends or at the point you own 100% of the property, whichever comes first. **Please note:** In these cases, the start date of the 10 year repair period will be from the date of practical completion rather than the first ever lease date.

Example: Rent to Buy

You rented for 2 years, if you then choose to purchase on a shared ownership basis, you will get the remaining 8 years of the 10 years repair period (IRP). If at any point you own 100% of the property, the 10 year IRP period will automatically end, and you become responsible for all repairs.

Who can do my work?

It is customers' responsibility to appoint a "Trustmark" registered tradesperson to carry out the work. Platform will only approve claims that have followed the pre-approval process (unless it is emergency work) where we are provided with a Trustmark contractors quote and invoice.

Please visit the [Trustmark](#) website which contains lots of useful information on registered professionals across the country. It also has its own Frequently Asked Questions (FAQs) on how trades persons are accredited and required to adhere to the Trustmark Code of Conduct.

What if I do not claim?

Platform will carry over up to £500 from the previous year if it is not used, leaving you up to a maximum of £1000 at any time. If a rollover amount is not used in the following year, it cannot be carried forward again.

What if the repair I need costs more than £500?

You will be responsible if the cost of the repair is higher than your allowance. Platform will only fund £500 towards any valid repair each year (or to the limit of any carry-over to a maximum of £1000).

Is there a limit to how many claims I can make?

You can make as many eligible claims as you like if its within your annual allowance of £500 (or higher if you have a carry-over amount up to a maximum of £1000).

Can I make an insurance claim instead?

Yes, you can choose to make an insurance claim INSTEAD of a 10 year period repair claim. However, you can use your annual allowance to cover your insurance excess if your insurance claim relates to a valid 10 year period repair.

Do I have to pay an excess to make a 10 year repair period claim?

There is no excess on 10 year valid repair period claims.

Can Platform just pay me the annual £500 allowance to use on any repairs?

No, Platform can only make payment for repairs that meet the guidelines for valid 10 year repair claims and go through the outlined approval process.

When is something not covered?

If the repair is needed due to intentional damage or neglect OR if the item needing repair was not installed at the point the house was built (for example a new electrical socket you installed). We will let you know if your repair qualifies or not when you make your claim.

What if I need to get work done in an emergency?

If you need to get work done to your home in an emergency, retrospectively if claim for a valid repair using the claim process and we can approve it retrospectively, if it has met all the relevant guidelines. If you get work done in an emergency that did not meet the qualifying guidelines, you will be fully responsible for any cost.

What if I sell my home?

If you sell the home, the remaining time (up to 10 years) and repairs allowance will usually transfer to the new owner. If the new owner buys a 100% share, they do not get the repairs allowance.

What are the timelines for claiming?

You have up to 28 days from having work completed to submit a claim with documented evidence. It is best if you get pre-approval before completing your non-emergency work to avoid any future disputes. The claim timescales have been set as part of the Government consultation exercise to ensure customers are reimbursed in a timely manner.

D00

Once you make a claim, we will let you know within 7 working days if it is approved or rejected (with reasons) We then have a further 14 working days to ensure payment is made for a valid IRP claim.

The whole process must be completed for you within 21 working days from receiving your eligible IRP claim. If we need to ask you for additional information the time will be paused and restarted once, we receive it.

If there are exceptional special circumstances which affect customers submitting claims in a timely manner, based on the evidence provided, we can review this and maybe pause the clock. These rare and exceptional cases would be considered by us on its own merits, and customers kept informed as part of the dialogue through the claim process. Typically, we will expect customers to submit claims within 28 days.

What if my account is in arrears when the payment is due to be made to me?

If your account is in arrears Platform can exercise its option to apply the IRP payment to your property account. Dependent on the claim amount (and the allowance balance) Platform can also decide to split the claim payment to the property account as well as by direct reimbursement. In either case we will discuss this with you.

Latent Defect Procedure

FINAL

07th May 2025

Scope of Procedure

This procedure sets out how to remedy a latent defect. This is explained on the following pages and in the accompanying process map.

Applicability

The procedure applies to all members of Platform Housing Group (the Group).

1. Introduction and context

- 1.1 This procedure provides information on what constitutes a latent defect. It gives a clear and understandable explanation of how to get latent defects resolved as efficiently as possible, with minimal disruption and inconvenience to our customers, regardless of tenure.
- 1.2 A glossary of terms can be found in **Appendix A**.
- 1.3 This procedure does not cover defects or general wear & tear.

2. Definition of a latent defect

- 2.1 A latent defect is different to a defect. Ultimately, the definition depends on whether the fault was reasonably identifiable through inspection before the home was completed and rented or sold.
- 2.2 As a rule, if the fault was capable of detection beforehand then it is a defect. If on the other hand it was built in and undetectable and / or not apparent at the time, then it is widely accepted to be a latent defect.
- 2.3 Latent defects are often caused by short-sighted design, poor workmanship or the use of incorrect or inappropriate materials and products. On occasion, it can be a combination of more than one factor.
- 2.4 Latent defects can arise during the life of a building in key areas such as:
 - Foundations
 - Structural frame
 - Brickwork walls
 - Cladding
 - Roofs
- 2.5 Clarity at the outset can result in an improved customer experience, reduce response times and mitigate Platform's exposure to unnecessary and avoidable costs. It also reduces the potential for Complaints and exposure to Disrepair cases. Rectifying latent defects in occupied homes can be disruptive, costly and time consuming.

It is therefore important from the outset that there is clarity on whether the fault is a latent defect, as widely recognised in the sector, or a run of the mill defect or repair.

- 2.6 Example of defects and latent defects can be found in **Appendix B**. If agreement can't be reached by Officers at an operational level on whether the fault is a defect or a latent defect, the case should be escalated to the Heads of Service for each business stream for determination.
- 2.7 On occasion it may be necessary to procure external help from specialist consultants to determine the type of defect, causation and alternative remedial strategies. Depending on the level of support required, this could be the original Employers Agent.

3.0 Responsibilities for latent defects - customers

- 3.1 In the case of rented homes (Social, Affordable & Intermediate), there are contractual and statutory obligations sitting with Platform as the Landlord to ensure that the property is in a reasonable state of repair and to act within specified timescales, at no cost to the tenant. This repair obligation will apply whether the issue relates to a patent or latent defect.

These obligations are set out in the Tenancy Agreement, Lease or Sale Contract, between Platform and the resident, and in the Building Contract or Development Agreement, between Platform and the original Contractor or Developer.

- 3.2 The position on shared ownership and private sale homes however is different and is explained at Section 5.0 over the page.
- 3.3 Typically, if the shared ownership property is a house, then (subject to the financial contribution requirements set out in the new model Shared Ownership lease) the leaseholder will have primary responsibility for the upkeep of the property. They will also have a legal and financial interest in the property which should allow them to make a claim directly with the Warranty Provider. However, Platform also retain a legal and financial interest in the property and therefore retain a vested interest in the resolution of any latent defect.
- 3.4 If the shared ownership property is a flat in a block then Platform will (if it is the freeholder/ superior leasehold owner of the block) be responsible for the structure of the building (usually subject to the payment of a service charge). As the shared owner has a legal and financial interest in their flat it is likely that they will be able to make a claim directly with any defects insurance provider – although if multiple flats are impacted then it is likely that Platform may be better placed to co-ordinate any claim.
- 3.5 It is likely that the sales contract will include express or implied terms regarding the quality and condition of the property which has been leased to the shared owner.

- 3.6 Regardless of the type of latent defect or the tenure of the home, it is important to understand the obligations and the resolution process.

4.0 Responsibilities for latent defects – within the Group

- 4.1 Where it has been determined by the business that a fault is a latent defect, and the development remains in its 12- or 24-month defect liability period, it should be referred to the Regional Head of Delivery for resolution.

Where the fault is deemed to be a routine defect and not a latent defect, it should be referred to the Regional Head of Delivery, so that it can be resolved in accordance with defect obligations in the original Building Contract or Development Agreement.

- 4.2 In latent defect cases, where the 12 / 24-month defect rectification period has expired, the latent defect should be referred to the Head of Quality & Post Construction with the available evidence pack, for resolution by Platform's Post-Construction Team. Please refer to Section 7.0 for the referral process and guidance on supporting evidence.
- 4.3 If, however, the business concludes that the reported fault is not a defect or a latent defect, then resolution rests with Assets. In such cases, the repair should be referred to the Director of Asset Management & Sustainability.
- 4.4 Unless reported in the first 12 / 24 month and treated as a defect, nail pops and shrinkage cracks are considered a wear and tear item. They are not latent defects.

5.0 Responsibilities for latent defects – Shared Owners and Private Owners

- 5.1 In the case of shared owners and private owners, where responsibility for the repair and insurance of the home rests with the owner, the owner should, in most cases, be advised to contact the Warranty Provider to make a claim against the warranty.
- 5.2 The process to make a claim will be explained on the Warranty Cover Note and accompanying Warranty booklet, contained in the Welcome Pack at handover.
- 5.3 In the case of vulnerable shared owners, the Group should offer to lead on discussions with the Warranty Provider, where the shared owner grants their permission.

6.0 Contractual position on defects and latent defects

- 6.1 The majority of Platform's new housing supply is procured via three routes. These are:
- A building contract, typically a JCT Design & Build contract
 - A development agreement, pursuant to a s.106 opportunity
 - A joint venture agreement, where Platform is working in collaboration with a development partner

- 6.2 In each case the contract or agreement should include obligations on the Contractor or Developer to perform if a defect of latent defect is identified in the homes or the wider scheme. Platform's rights are protected in law by virtue of the Defective Premises Act 1972.
- 6.3 The Contract or Agreement will clearly set out what is expected of the Contractor or Developer. In the case of latent defects, the Employer typically has a 12-year period in which to bring a claim against the original Contractor or Developer. The 12-year period, often called the statute of liability or liability period, runs from the date of practical completion. It can on occasion run from the commencement date, but this is uncommon. It can also be for a period less than 12 years. It is therefore important to consult the original Building Contract or Development Agreement to establish when the liability starts and ends.
- 6.4 The Contract or Agreement should specify how the Contractor or Developer should be notified of a latent defect claim, for it to be formally recognised under the contract. This is often in writing, either as a letter or an e-mail. The original contract or agreement should be checked to ensure the claim is served correctly.
- 6.5 So long as formal notice is served within the 12-year liability period, that is sufficient to protect the Group's legal position under the contract or agreement. This is particularly important where faults, determined as latent defects, are identified in the final year of liability period. The important thing is serving formal notice within the agreed 12-year window, even if remedial works are undertaken in year 13. Where appropriate, the Group's chosen legal representative should be consulted.

7.0 Warranty

- 7.1 PHG's homes benefit from a new build warranty. These are typically procured by the Contractor / Developer / Housebuilder from warranty providers such as the NHBC, Premier Guarantee or the LABC.
- 7.2 The Policy Document for the property will clearly show the details, including the term, the expiry date, the type and level of cover, the sum insured and the process for making a claim.
- 7.3 Policy documents are handed to PHG, immediately prior to Practical Completion, as part of the Handover Pack and Operation & Maintenance Manual.
- 7.4 In certain situations, and conditional on the warranty still being active, it will be necessary for the Group to make a claim under the original new build warranty. Refer to section 11.0 for when and how to make a claim under the original new build warranty.

8.0 Ensuring a valid claim

8.1 The key considerations here are:

1. Has Platform maintained the homes in accordance with the guidance contained in the Operating & Maintenance Manual, which was issued by the Contractor or Developer, shortly before practical completion?
2. Has Platform invalidated workmanship warranties or product guarantees?

8.2 When in receipt of a valid latent defect claim, the Contractor or Developer, will typically ask one or both above questions as part of their opening response, hoping that the Group's response will provide a basis to argue that the Group has invalidated the contractual position.

8.3 Dependent on the nature of the fault, the relevance of the above can be argued with the Contractor or Developer. In some cases, it may be immaterial and simply a deflection tactic.

8.4 Before approaching the Contractor or Developer, it is important to consult asset records to understand if any third-party works have been undertaken previously to the faulty component i.e. who undertook the works? What were the works? When were they undertaken? Knowing this beforehand, will inform Platform's decision to pursue the original Contractor or Developer and avoid the possibility of non-value-added time, spent on a potentially abortive claim.

9.0 Referral process

9.1 Before proceeding, the Group should have determined the following:

- Platform has a genuine latent defect, as recognised by the Building Contract, Development Agreement or Joint Venture Agreement (Section 2)
- Platform has responsibility for resolution (Sections 3 and 4)
- Platform has not compromised its legal position (Section 8)

9.2 Once the Group is satisfied that the fault is a latent defect, it should be referred to the Head of Quality & Post Construction in Platform's Post Construction Team. The referral should be submitted using PHG's Latent Defect Referral Form along with all available supporting information. Refer to **Appendix E** for a copy of the Referral Form.

9.3 The success of the Group's claim will be determined by:

1. Demonstrating that the fault is a latent defect and
2. The strength of the supporting evidence.

It is therefore imperative that the Group's claim is robust to maximise the chances of the original Contractor or Developer accepting it and acting. The more relevant information, reports, photos, testimonials, etc. provided the better.

- 9.4 A case study example is provided in **Appendix C** to illustrate strong and weak supporting evidence.
- 9.5 Examples of robust evidence by latent defect by component can be found in **Appendix D**.
- 9.6 On receipt of the completed Referral Form, PHG's Post Construction Team will review the information provided, while recovering the historic project information from the development archive.
- 9.7 Once the Group's Post Construction Team has satisfied itself that the evidence supplied supports the latent defect claim and will stand up in the face of scrutiny, it will be sent to the original Contractor / Developer.
- 9.8 The Employers Agent for the scheme, will be notified by the Post Construction Team of its intention to submit a claim.
- 9.9 Dependent on the availability and quality of the original development information held in PHG's archive, the Employers Agent may be approached by PHG's Post Construction Team with a request to assist with as-built information.
- 9.10 The referral should be sent to the senior point of contact at the Contractor / Developer, with a copy sent to the Employers Agent and PHG's Regional Head of Delivery and Head of Asset Management.

10.0 Post-referral

- 10.1 Once the latent defect claim has been submitted, the Post Construction Team will lead on commercial discussions with the original Contractor / Developer.
- 10.2 It may be necessary to seek further internal advice from Assets or Development to aid negotiations. In parallel, it may be necessary to seek legal support dependent on the Contractor / Developer's willingness to accept liability and act. The Post Construction Team will call on the support of internal resources and external advisors, depending on the need.
- 10.3 As negotiations progress, PHG's Post Construction Team will provide periodic updates to the New Homes Delivery Director, colleagues who might be involved from the wider business and in the case of larger more complex cases, members of the Executive Team.

10.4 Where compensation is payable to households, pursuant to the Group's Compensation Policy, PHG's Post-Construction Team will work closely with colleagues in the Customer Experience Team, so they can determine eligibility and quantum.

10.5 Additionally, in the case of large complex cases, with potential for reputational damage, the Post Construction Team will produce exceptions reports for the Executive Investment Committee, at the direction of senior colleagues.

11.0 Making a claim against the Warranty

11.1 This section only applies to social rent, affordable rent and intermediate rent homes.

11.2 On occasion it may be necessary to make a claim against the original new build warranty for the property. This is likely to be in the following scenarios:

- The original Contractor / Developer / Housebuilder is failing to engage
- The original Contractor / Developer / Housebuilder is refusing to accept liability, despite the evidence
- The original Contractor / Developer / Housebuilder is no longer trading due to administration

11.3 This may be because there is no reasonable prospect of the Contractor / Developer / Housebuilder performing or as a response to little or no engagement. The act of lodging a claim with the Warranty Provider often encourages the Contractor / Developer / Housebuilder to act.

11.4 As stated at 6.4, a claim will only be possible under the original warranty if the terms are satisfied, including if the warranty is active or lapsed.

11.5 Dependent on the terms of the warranty and the nature of the established latent defects, it may be possible to make multiple claims for the same property under different cover headings.

11.6 The process to make a claim against the original new build warranty, including the time taken by the warranty provider to consider the merits of the claim, can be lengthy. Additionally, there is no guarantee that the warranty provider will determine that the claim is covered by the warranty.

12.0 Associated Documents/Policies

12.1 List of documents/associated policies/publications:

- Defect Policy
- Development Procedure Manual

Author:	Kevin Harris
Document type:	Procedure
Version <small>Click or tap here to enter text.:</small>	1
Next review date:	11/2027

Appendix A – Glossary of terms

Term	Definition
Affordable Rent	Introduced by the Government and refers to an affordable housing tenure, where social housing providers can charge up to 80% of the local market rent for the homes let.
Building Contract	A legally binding agreement between a Client and a Contractor that outlines the terms and conditions for a construction project.
Contractor	A person or a firm employed by the client who undertakes a contract to provide materials or labour to perform a service or undertake a job.
Client	A term used to describe the company or organisation that commissioned the work, issued and entered into contract and pays for works and services received.
Defect	A term used to describe issues that arise from errors or omissions during the construction process. Refers to a wide range of problems that can affect the integrity, functionality or safety of a building.
Defect Liability Period (DLP)	A DLP is a set amount of time after a construction project is finished when a Contractor or Developer is responsible for fixing any defects. The term is typically 12 or 24 months after practical completion is certified.
Defect Rectification Period	An alternative term to DLP.
Developer	A person or firm who develops a site, typically involving site acquisition, site promotion and securing planning consent.

Development Agreement	A development agreement is a legally binding contract that places an obligation on a developer to carry out or procure construction works on behalf of another party. Usually there is a transfer or grant of a property interest in the property being developed relating to this obligation.
Employers Agent	A Consultant employed by the Employer to administer the Building Contract / Development Agreement. The role is typically associated JCT Design & Build Contracts and s.106 Development Agreements. The role is commonly performed by a chartered Quantity Surveyor, although Building Surveyors often take on the role as well.
Intermediate Rent	A housing rental model that offers homes at a discount to the market rent for people with lower or moderate incomes. Intermediate rent is typically 20% below the market rent.
JCT Design & Build	A type of construction contract used when a Contractor is responsible for both the design and construction of a project. Different to traditional procurement methods because it gives the Contractor more design responsibility. JCT stands for Joint Contracts Tribunal.
Joint Venture Agreement (JVA)	A JVA is a contract between two or more parties that outlines the terms of a strategic project, where risk and reward is shared between the parties. Often used where the financial investment and risk profile is too great for one party alone to accept.
Latent Defect	A failure in the home that was not capable of detection by inspection as it was hidden or not apparent at the time it was originally built.

<p>Latent Defect Liability Period</p>	<p>An agreed period after a project is finished, specified in the building contract or development agreement, when the Contractor or Developer is responsible for fixing latent defects at their cost. The period is typically either 10 or 12 years from either the date of commencement or more often, the date practical completion is certified.</p>
<p>Operation & Maintenance Manual</p>	<p>A document that provides instructions for the safe operation and maintenance of a property.</p>
<p>Post Construction Team</p>	<p>A business stream within the Group's Development Directorate, with responsibility for resolving latent defects on legacy projects i.e. those projects that were completed more than 2 years ago. The team is led by the Head of Quality & Post Construction and reports to the New Homes Delivery Director.</p>
<p>Practical Completion</p>	<p>The point at which a construction project is considered complete, except for minor defects that do not affect habitable enjoyment; when the client typically takes possession.</p>
<p>Private Owner</p>	<p>A resident who wholly owns their home and owns the freehold title.</p>
<p>s.106</p>	<p>An agreement between a Developer and a Local Planning Authority about measures that the Developer must take to reduce their impact on the community, made under s.106 of the Town & Country Planning Act 1990.</p>
<p>Shared Owner</p>	<p>A resident who part owns / part rents their home, in partnership with a Housing Association.</p>

<p>Shared Ownership</p>	<p>An affordable tenure providing a low-cost way to buy a home, where the shared owner buys a share in the overall value of the home, usually a new-build, and pay rent and service charge on the rest.</p>
<p>Shared Ownership Sales Contract</p>	<p>A contract between a buyer and the Landlord that governs the sale of a shared ownership property under a shared ownership scheme.</p>
<p>Social Rent</p>	<p>Refers to an affordable housing tenure based on government subsidised rent for people on low incomes. Referred to 'fair rent' on occasion.</p>
<p>Statute of Liability</p>	<p>A legal term that refers to the obligation of a Contractor or Developer to compensate an injured party for damages caused by a breach of contract. In the case of latent defects, the legal remedy is repair at the Contractor or Developer's cost.</p>
<p>Tenancy Agreement</p>	<p>A legal contract between a tenant and a landlord that outlines the rights and responsibilities of both parties.</p>

Appendix B – Example of defect and latent defects

Component	Examples of defects	Examples of latent defect
Foundations	- Localised spalling to an exposed ring beam, pile cap or footing	- Settlement, due to poor design and / or incorrect specification
Structural frames	- Poor finish to exposed component, for example, a reinforced concrete wall in a communal stair core	-Multiple cracks to a reinforced concrete beam under load. Evidence of possible movement in adjacent components.
Brickwork walls	-Localised hairline cracking to perp and bed joints, due to shrinkage -Missing weep holes -Banding within external brickwork, due to a failure to select bricks from more than one pallet -Missing movement joints	-45-degree cracking around structural openings due to movement -Friable mortar joints, due to incorrect mortar mix -Bowing gable walls
Cladding	-A broken cladding panel -A neoprene gasket that has worked loose and is flapping in the wind	-Widespread reports of leaking cladding, by reason of incorrect installation and / or missing gaskets, clamps, etc -Flammable cladding, due to incorrect product selection
Balconies	-Flooding balcony due to blocked rainwater gully	-Multiple failures of laminated glazing to balconies, due to nickel sulphide inclusion
Roofs	-Slipped roof tiles -Loose lead flashing -Blocked gutters and downpipes	-Failure of gable walls to stepped roof line, due to incorrect detailing and insufficient structural ties

<p>Windows and doors</p>	<p><i>-Resident unable to operate windows, due to lack of familiarity with locking mechanism.</i></p>	<p><i>- Multiple reports of binding doors and windows, due to deflection in frames, caused by settlement in adjacent masonry.</i></p>
<p>Landscape</p>	<p><i>- A blocked road gully</i></p> <p><i>- Sitting surface water (single home)</i></p> <p><i>- Defective street lighting column</i></p> <p><i>- Trip hazard</i></p>	<p><i>- Deflected below ground drain, holding water, by reason of settlement</i></p> <p><i>-Sitting surface water (multiple homes)</i></p> <p><i>- Surface water present in below ground foul water drain, by reason of incorrect connection</i></p>

Appendix C – Case study of evidence provided

Residents living in a terrace of townhouses are reporting increasing difficulties using the door to their second-floor terrace. Upon investigation, the door frame has distorted, due to settlement in the surrounding brickwork. The cause is deflection in the floor, due to the use of a bolted timber beam rather than a steel.

Strong evidence base	Weak evidence base
<p>An internal e-mail, supported with internal records and technical reports received from the Employers Agent and an independent Consulting Structural Engineer. The Engineer’s report clearly shows the variation between the approved design and the physical build on site. Written opinion supported by photographs, borescope survey and opening up works, positively identifying the route cause.</p>	<p>An internal e-mail, limited to half a page, offering an opinion that the fault is a latent defect and asking Post Construction to take up with the original Contractor or Developer.</p>

Appendix D – Examples of supporting documentation

Type of latent defect	Typical supporting information to evidence the defect and demonstrate liability
<p>Below ground drainage problems (laid without fall, laid with a back fall, misplaced joint, cracked drain, tree roots)</p>	<p>Below Ground CCTV Drainage Survey, including key observations and key recommendations</p> <p>Post-completion Employers Agent / CoW / QI report(s)</p> <p>PPC site reports / attendance reports</p> <p>Resident / Neighbourhood Officer reports of drainage problems, foul smells, etc...</p> <p>Contract drawings and specification</p> <p>Record drawings</p>
<p>Failing brick slip on wbp plywood gable detail, in stepped roof line, by reason of inadequate structural tie back</p>	<p>Structural Engineers report, including key observations, likely causation, proposed remedial strategy</p> <p>Post-completion Employers Agent / CoW / QI report(s)</p> <p>PPC site reports / attendance reports</p> <p>Resident reports / Neighbourhood Officer reports</p> <p>Contract drawings and specification</p> <p>Record drawings</p>

<p>Inadequate / incorrect compartmentation works between neighbouring dwellings</p>	<p>Fire Engineer Report, including key observations and key recommendations</p> <p>Compartmentation Survey</p> <p>Type 1 – 4 Fire Risk Assessment</p> <p>Post-completion Employers Agent / CoW / QI report(s)</p> <p>PPC site reports / attendance reports</p> <p>Resident / Neighbourhood Officer reports of drainage problems, foul smells, etc...</p> <p>Contract drawings and specification</p> <p>Record drawings</p>
<p>Water ingress, around Velux rooflights, in multiple properties</p>	<p>Building Survey, prepared by professional building pathologist, including key observations, likely causation, proposed remedial strategy</p> <p>Post-completion Employers Agent / CoW / QI report(s)</p> <p>PPC site reports / attendance reports</p> <p>Resident reports / Neighbourhood Officer reports</p> <p>Contract drawings and specification</p> <p>Record drawings</p>

<p>Difficulty keeping home warm, due to draughts originating from windows and doors, due to poor installation.</p>	<p>Installation survey undertaken by a FENSA approved independent window & door company.</p> <p>Post-completion Employers Agent / CoW / QI report(s)</p> <p>PPC site reports / attendance reports</p> <p>Resident reports / Neighbourhood Officer reports</p> <p>Contract drawings and specification</p> <p>Record drawings</p>
<p>Mould present on ground floor external walls, by reason of penetrative damp, caused by bridged cavity due to presence of large quantities of mortar.</p>	<p>Borescope Survey Report and / or Intrusive Survey Report</p> <p>Moisture survey / laboratory testing</p> <p>Post-completion Employers Agent / CoW / QI report(s)</p> <p>PPC site reports / attendance reports</p> <p>Resident reports / Neighbourhood Officer reports</p> <p>Contract drawings and specification</p> <p>Record drawings</p>

<p>Incorrect packing and sealing of junction between timber frame sole plate and insitu concrete floor slab.</p>	<p>Borescope Survey Report and / or Intrusive Survey Report</p> <p>Post-completion Employers Agent / CoW / QI report(s)</p> <p>PPC site reports / attendance reports</p> <p>Resident reports / Neighbourhood Officer reports</p> <p>Contract drawings and specification</p> <p>Timber Frame Manufacturer Standard Detail Sheet</p> <p>Record drawings</p>
--	---

Appendix E – Latent Defect Referral Form**Key:****(E) = Essential information****(D) = Desirable information**

Property address: (E)	<i>[Insert full postal address including postcode. If known, include all other development and marketing names that the property / scheme / project might be known by].</i>
Residents name & contact details: (E)	<i>[Include as much information as possible, including phone numbers, e-mail address and any times to avoid].</i>
Known vulnerabilities or needs: (D)	<i>[Please enter, so additional support can be considered and provided if required].</i>
Property Type & Tenure: (E)	<i>[Semi-detached house / detached house / maisonette. Social rent / Affordable rent / Intermediate rent / Shared ownership].</i>
Floor & Aspect (if known): (E) & (D)	<i>[Confirm the floor level and aspect if known. In the case of an apartment, it may be on the fourth floor with a south-easterly aspect].</i>
Type of construction: (D)	<i>[For example, Traditional / Timber frame / Concrete frame with infill panels / Modular]</i>
s.106?: (D)	<i>[Yes / No]</i>
Details of original Contractor / Developer / Housebuilder: (D)	<i>[Enter name and address if known, including any point of contact details].</i>
Date of Practical Completion: (E)	<i>[dd/mm/yyyy]</i>
Duration of initial defects liability period: (D)	<i>[xx months. Typically, 12 or 24 months]</i>

Liability period for latent defects: (D)	<i>[xx years, from the date of [xxxxxxxxxxxxxxxx]. Typically, 12 months from the date of Practical Completion but can be shorter].</i>
Description of latent defect: (E)	<i>[Provide as much detail as possible, including any photographs taken by the resident or colleagues].</i>
Warranty Provider and type of warranty: (D)	<i>[If known, provide details of the warranty provider. Typically, NHBC, Premier or LABC].</i>
If known, has the asset been maintained in accordance with the guidance contained in the Operation & Maintenance Manual: (D)	<i>[If known, please confirm]</i>
If known, has Platform instructed parties other than the original Contractor / Developer or Housebuilder to work on the asset, potentially invalidating warranties: (D)	<i>[Ditto]</i>
Supporting documents (list): (E)	<ol style="list-style-type: none"> 1. 2. 3. 4. <i>Etc...</i>
Submitted by: (E)	<i>[Name Position Date]</i>
Submitted to: (E)	<i>[Name Position Date]</i>

Latent Defect Policy

May 2025

Appendix B - Process Flowchart

