

defect management policy

March 2026

1. Policy statement

- 1.1. believe housing is committed to delivering a high-quality, modern and effective new build defect management service.
- 1.2. We aim to provide an excellent customer experience while ensuring homes are safe, healthy and well maintained.
- 1.3. The primary purpose of this policy is to ensure that all believe housing colleagues, contractors and customers are aware, understand and are equipped with information to deliver the requirements of our new build defect management service.

2. Policy aims

- 2.1. This policy recognises that a successful defect management service considers doing the right thing for believe housing's customers, colleagues and business in line with regulatory and contractual obligations.
- 2.2. The policy is designed to meet the following aims and objectives:

Aims

- To ensure quality and safety in all new build homes.
- To ensure that all defects in newly constructed homes are identified, reported, prioritised, and resolved in a timely and efficient manner for our customers.
- To establish clear and consistent processes for customers to report defects, for believe housing and our contractors to address and resolve defects.
- To enable clear communication between customers, contractors, and internal teams, protecting customer satisfaction through timely and effective resolution.
- To minimize financial, legal, and reputational risks.
- To ensure warranty obligations are upheld to avoid unnecessary costs to believe housing.
- To improve efficiency and accountability in defect resolution.
- To capture lessons learned to inform future projects.
- To prioritise health and safety in defect resolution.
- To maintain accurate records for monitoring and compliance.

3. Objectives

- To provide customers with simple methods of reporting a defect.
- To provide clear criteria for categorising defects with timescales for resolution.
- To have a systematic process for investigating and resolving reported defects in a timely and efficient manner.

- To clearly define roles and responsibilities of customers, contractors, and internal teams in raising and resolving defects.
- To monitor contractors' performance in defect management and resolution.
- To provide consistent communication between the contractor, believe housing and customers throughout the defect resolution process.
- To establish a clear process for transferring asset data and specifications using systems and points of contact across the wider business.
- To monitor and identify the root cause of defects to prevent future occurrences.

4. Scope

- 4.1. This policy applies to all newly constructed homes managed by believe housing, including those built by contractors and their sub-contractors. It covers the defect liability period (DLP) and any defects identified within this period as well latent defects (hidden faults or flaws) thereafter as covered under the warranty period.

5. Roles and responsibilities

- 5.1. The Director of Assets and Development will have overall responsibility for the review and implementation of this policy.
- 5.2. The Development Delivery Manager will ensure that the policy and associated procedures are embedded within the operational delivery of the defect management service and that all colleagues are aware of their responsibilities and are adequately trained and competent to carry them out.
- 5.3. believe housing colleagues, contractors and customers will follow the policy guidelines and its approach to defect management.

6. Legislation and guidance

- 6.1. believe housing will deliver a defect management service that complies with regulatory and statutory obligations to ensure the health, safety and security of people and property are maintained at all times.
- 6.2. The Regulator of Social Housing (RSH) provides The Regulatory Framework for Social Housing in England from 2024 including 'The Safety and Quality Standard'.
- 6.3. The key areas of legislation in this policy are:
- Defective Premises Act 1972
 - Health and Safety at Work Act 1974
 - Building Regulations Act 1984
 - Landlord and Tenant Act 1985
 - Gas Safety (Installation and Use) Regulations 1998
 - Management of Health and Safety at Work Regulations 1999

- Housing Act 2004
- Housing Health and Safety Rating System 2006
- Equality Act 2010
- Control of Asbestos Regulations 2012
- Data Protection Act 2018
- Social Housing (Regulation Act) 2023 (including Awaab's Law).

- 6.4. Where a defect is identified as a hazard under Awaab's Law, believe housing will follow all relevant regulatory requirements and the organisation's Repairs & Maintenance Policy.
- 6.5. We will ensure appropriate investigation, action and resolution to remove or mitigate the hazard, including faster responses for vulnerable customers where required by Awaab's Law. Clear communication will be maintained with customers throughout the process, from initial report to final completion of works

7. Definitions

- 7.1. **'Customer'** – any tenant or leaseholder of a property managed by believe housing.
- 7.2. **'Defect'** – an issue that is a result of the way a new home has been built, due to the materials, design or workmanship of the developer/contractor. It is not accidental damage, a general repair or concerned with the way the property has been maintained.
- 7.3. **'DLP'** – the defect liability period (DLP) generally applies for a period of 12-months from the date that a new build home is complete and handed-over to believe housing by the developer/contractor.

8. Defect management responsibilities

- 8.1. The responsibility for resolving defects in new homes during the DLP is shared between believe housing and our contractors. A full list of these responsibilities, are detailed in **Appendix A**.
- 8.2. Customers must report defects that are the responsibility of believe housing and their contractors, as soon as reasonably possible, to ensure the property does not fall into disrepair.

9. Defect Categories

- 9.1. Defects will be classified and responded to within the following categories and timescales that follow. Appointment times will vary dependent on contractor but will usually fall within typical working hours between 8am and 5pm Monday to Friday excluding bank holidays.

Remote repairs

- 9.2. Depending on the nature of the repair, there may be occasions where believe housing or their contractors are able to diagnose and carry out repairs remotely, using telephone or

video call technology.

- 9.3. This will assist and support customers to carry out a repair themselves, where they want or are able to, reducing waiting times and preventing the need for believe housing and their contractors to visit the property.
- 9.4. Where a defect has been categorised as a remote repair, customers will be contacted within 24 hours from the repair being reported.
- 9.5. Where a remote defect is actioned, but it does not solve the problem, a defect will be raised, categorised and appointed in line with the timescales set out in the policy.

Emergency defects and hazards (including out of hours emergency defects)

- 9.6. Emergency repairs are any defect that puts the health, safety or security of properties, customers or anyone else at immediate risk.
- 9.7. An emergency hazard is one that poses an imminent and significant risk of harm to the health or safety of the customer in the property.
- 9.8. Emergency defects/hazards reported within operating hours will be attended to and made safe by the build contractor. Where further repairs are required due to the emergency defects/hazard, we will raise any further repairs required and assign this to the build contractor/developer.
- 9.9. Emergency defects/hazards reported outside of operating hours will be attended to and made safe by believe housing's out of hours service. Where further repairs are required due to the emergency defects/hazard, we will raise any further repairs required and assign this to the build contractor/developer.
- 9.10. Emergency defects/hazards will be responded to and the relevant safety works completed **within 24 hours**.
- 9.11. We aim to carry out and remedy the full defect, where this is not possible, we will arrange a new appointment at a time convenient for the customer.

High-priority defects

- 9.12. A high priority defect is a defect where the repair can prevent immediate damage to the property and/or overcome inconvenience to customers.
- 9.13. High priority defects will be carried out within **20 working days** from the time a defect is reported to the completion of the work, at the customer's convenience.

Medium and low-priority defects

- 9.14. Medium-priority defects may require specialist materials and/or equipment and further time to complete. Medium-priority defects will be carried out within **40 working days**.
- 9.15. Low-priority defects do not pose immediate damage to the property. Low-priority defects will be carried out within **60 working days**.
- 9.16. Examples of repairs that fall under each response category are listed in **Appendix B**.

10. Reporting defects

- 10.1. Customers can report defects by the following means:
 - telephone - through the believe housing Customer Hub on 0300 1311 999
 - email – hello@believehousing.co.uk
 - in-person as part of a new home 'welcome visit'.
- 10.2. The Customer Hub team will record the defect onto the Defect Management System with a priority level assigned for the build contractor to accept. The Customer Hub team will communicate the response time for the defect to be resolved to the customer.
- 10.3. Emergency defects reported outside of business hours (4.30pm weekdays until 8am the following working day including Christmas closure) will be sent to and attended by believe housing's out of hours service. Customers raising non-emergency defects will be advised to call back the next working day.
- 10.4. Emergency defects will be sent to the Development Team daily through an out-of-hours report, ensuring all emergency defects are recorded onto the Defect Management System, with any follow-on defects relating to the emergency to be raised on the system with a priority level assigned for the build contractor/developer to accept.
- 10.5. We will keep customers up-to-date with the status of their defect from reporting until completion.

11. Escalation of unresolved defects

- 11.1. In the case of unresolved defects, a defined escalation process will be implemented to resolve them to safeguard the customer's experience and maintain the safety of the customer and integrity of the new home.
- 11.2. The following process will be followed should a defect be left unresolved:
- 11.3. Emergency defects raised within business hours will be closely monitored by the Development Team with the build contractor/developer. In the event of it being unlikely to be resolved within 24hrs it will be passed to our in-house repairs team.

- 11.4. Where an appointment is made to inspect or repair a defect within 20 working days past the agreed response end time, this will be kept and communicated with the customer.
- 11.5. Where the defect has not been resolved and no appointment is made beyond 20 working days of the agreed response end time, the defect will be discussed with the build contractor/developer for the estimated response time. If required, the work will be assigned in-house or to an approved contractor and the cost of the repair will be deducted from the retention (where applicable). This will be communicated with the customer.
- 11.6. All communication with the customer, build contractor and in-house Property Repairs colleagues will be recorded on the Defect Management System.

12. Reporting defects to National House-Building Council (NHBC)

- 12.1. Any structural, complex or latent defects occurring during the first two years of build will be sent to the build contractor/developer to resolve.
- 12.2. When a build contractor/developer fails to resolve a structural, complex or latent defect during the first two-years of the NHBC Buildmark warranty (or equivalent), the Development Team will escalate the issue to NHBC (or equivalent) through their Dispute Resolution Service.
- 12.3. believe housing will report the defect in writing to the build contractor as soon as possible, maintaining detailed records of all communications (dates, names, what was discussed).
- 12.4. If the build contractor fails to resolve the defect within a reasonable timescale, the Development Team will contact NHBC (or equivalent) to request their Resolution Service. This service is available within the first two years of the Buildmark policy.
- 12.5. An example of latent defects can be found at Appendix D.
- 12.6. All updates will be communicated with the customer by the Development Team throughout this period.

13. Defects after two years

- 13.1. After year two and up to year 10 of the NHBC warranty (or equivalent), believe housing can make a direct claim to the warranty provider under the insurance part of the Buildmark policy for major, structural or latent defects. The defect must meet the Minimum Claim Value (MCV), which is listed on the policy certificate.
- 13.2. Dependent upon the value of the works required, if above the Minimum Claim Value (MCV), the Development Team will liaise and coordinate with NHBC (or equivalent) until the works are resolved.

- 13.3. If the works value required falls under the Minimum Claim Value (MCV), these works will be assigned to our in-house Property Repairs Team or specialist contractor. The Development Team will liaise with Property Repairs and update the customer throughout until the work is complete.
- 13.4. NHBC (or equivalent) will calculate the amount that will be paid based on the amount it will cost NHBC (or equivalent) to have the work done.
- 13.5. Defects covered by warranties outside of the defect liability period will be addressed and resolved by believe housing's in-house Property Repairs Team in coordination with believe housing's Development Team, following the process below:
 - Identify the defect and verify warranty coverage.
 - Coordinate with the warranty provider for resolution.
 - Communicate with the customer throughout the process.
- 13.6. All communication with the customer, build contractor and in-house Property Repairs colleagues will be recorded on the relevant systems.

14. Individual customer needs

- 14.1. believe housing appreciate and embrace the diversity of customers and that there will be occasions where services will need to be tailored to accommodate individuals and their needs. This approach is set out in our Vulnerability Policy and Customer Strategy. Every attempt will be made to identify any individual circumstances at first point of contact to ensure reasonable adjustments can be made.
- 14.2. Defects classified as complex, which may involve multiple trades over several days, will receive additional attention to facilitate the completion of work and support customers. Additional measures may include assigning a designated point of contact to assist customers throughout the defect repair process. If the property cannot be made safe within 24 hours and the home is not deemed safe for occupation we will adopt believe housing's Decant Procedure while working with the contractor, Property Repairs Team and NHBC/Warranty Provider to come up with a suitable remediation plan.

15. Defect quality assurance

- 15.1. To ensure believe housing is delivering a high-quality defect resolution service and committing to added value, a sample of completed defects will be monitored with customers for completion and satisfaction regularly at the end of the defect liability period.

16. No access

- 16.1. If believe housing or our contractors are unable to gain access due to the customer not being home for an agreed appointment, the customer will be notified that the defect has been cancelled and will be asked to contact believe housing to raise another appointment.

- 16.2. Where a 'no access' occurs and the defect is related to emergency defects, contact with the customer will be made to rearrange and keep the defect open.
- 16.3. believe housing will monitor no accessed visits to support the aims and objectives of this policy and associated procedures.

17. Rechargeable repairs

- 17.1. Damage that has been caused by a customer, their family members or visitors to a property, may be rechargeable. A rechargeable repair is defined as: 'repairs that are above and beyond normal wear and tear, and arise from abuse, accidental damage, neglect or deliberate and/or malicious damage'.
- 17.2. Rechargeable repairs are underpinned by the tenancy agreement and the Rechargeable Repairs Policy, which supports believe housing in recovering costs from customers who fail to meet their obligations.

18. Customer home improvements

- 18.1. Where customers have carried out alterations or improvements to a property and written permission has been sought, believe housing will not be responsible for carrying out repairs on these alterations or improvements unless this has been previously agreed in writing.
- 18.2. Any alterations made without prior approval will be referred to the Assets Team who administer the Customer Home Improvements Policy for investigation and action.

19. Performance and customer satisfaction

- 19.1. We will collate and monitor performance information in relation to defect management and resolution key performance indicators.
- 19.2. Customer satisfaction testing will be conducted regularly and independently on a random selection of completed defects on a transactional survey basis using various methods, such as, but not limited to, online surveys or by telephone.
- 19.3. Surveys will also be completed regularly and independently with a random selection of customers towards the end of defect liability period (DLP) to understand the overall experience and satisfaction with our defect management services.
- 19.4. Analysis of the feedback will be used to identify trends and to continuously improve service delivery.

20. Monitoring and review

- 20.1. This policy will be reviewed by Development and Investment Committee after 12 months of initial implementation and thereafter every three years unless there is a significant incident,

important change in circumstances or legislation that would warrant a review being carried out at an earlier date. Key performance indicators with regard to defect management will also be reported to the Development and Investment Committee on a quarterly basis to help monitor the success of the policy and if any changes are required.

21. Continuous improvement

- 20.1 Regular reviews of the Defect Management Policy should be conducted to identify areas for improvement, incorporate feedback from stakeholders, and adapt to changing industry standards and regulations.

22. Links to other policies

- 22.1. This document should also be read in conjunction with believe housing's:

- Repairs and Maintenance Policy
- Aids and Adaptations Policy
- Customer Home Improvement Policy
- Housing Management Decant Procedure
- Water Hygiene Policy
- Fire Management Policy
- Complaints, Compensation and Compliments Policy
- Gas and Solid Fuel Safety Policy
- Electrical Safety Policy
- Leasehold Management Policy
- Disrepair Procedure
- Rechargeable Repair Policy
- Damp and Mould Policy
- Vulnerability Policy.

23. Appendices

Appendix A – Service standards

Appendix B – Roles and responsibilities

Appendix C – Defect categories and examples

Appendix D – Latent defects

Appendix A – Service standards

| believe housing Service Standards | believe housing | Customers |
|--|---|---|
| | <ul style="list-style-type: none"> ✓ Provide easy ways to report defects and agree appointments that are convenient for you ✓ Provide clear and realistic timescales while ensuring appointments are honoured ✓ Deliver good quality work, with homes left clean and tidy ✓ Be polite, friendly and treat you and your home with respect throughout your new build journey ✓ Aim to carry out your defect on the first visit, where possible ✓ Ensure clear and prompt communication throughout the defect liability period ✓ Enable colleagues to complete their work well, ensuring they are competent for the work they are undertaking ✓ Provide a defect management and resolution service that considers individual needs ✓ Use your feedback to continuously improve our services | <ul style="list-style-type: none"> ✓ Inform us of any defects that arise in your home ✓ Give our employees and our contractors access to your property to carry out any necessary work, including your annual safety checks ✓ If you cannot make an appointment, let us know in advance of the appointment date and time ✓ Treat our colleagues and contractors fairly, politely and with respect |

Appendix B – Roles and responsibilities

What is a defect?

A defect within a newly constructed home is an issue that is a result of the way your home has been built. It could be down to the materials, design or workmanship of the developer. It is not accidental damage, a general repair or to do with the way the property has been maintained.

The following bullet points outline what is and what is not considered a defect according to NHBC guidance:

- Cracks in walls and ceilings: wider than 2mm wide is a defect; 2mm wide or less is not a defect.
- Doors and frames: misalignment of more than 4mm is a defect; 4mm or less is not a defect.
- Floors: if the level varies by more than 4mm over a distance of 1m, it is a defect; 4mm or less is not a defect.
- Plaster and paint finishes: if the plaster surface varies by more than 3mm over a distance of 1m, it is a defect; 3mm or less is not a defect.
- External brickwork: if mortar joints vary in thickness by more than about 3mm, it is a defect; up to about 3mm is not a defect.
- Windows and glazing: draughts or leaks are defects; minor scratches or blemishes not visible from 2m are not defects.
- Drainage and external works: ponding water, not draining within 24 hours, is a defect; water draining within 24 hours is not a defect.

If there are major structural concerns with a property (for example, foundations, load-bearing walls or roof issues) and it is deemed to be unsafe and cannot be made safe within 24 hours then we will follow our established Decant Procedure and work with the contractor, Property Repairs Team and the NHBC/Warranty Provider to investigate further and come up with a suitable remediation plan.

Customers are responsible for promptly reporting any defects to believe housing, providing a detailed description and where possible supporting evidence (for example a photograph or video).

believe housing and its contractors are responsible for investigating reported defects, determining the appropriate resolution, and completing defect repairs within a reasonable timeframe and communicating proposed solutions and timescales with the customer.

believe housing and its contractors should inform customers of the timeline for resolving the defect, including any necessary inspection, defect repair or replacement.

Contractors should acknowledge receipt of a defect and its priority level and communicate the status of each defect through resolution with believe housing using our Defect Management System.



believe housing will provide customers with maintenance guidelines to prevent defects.

believe housing are responsible for conducting regular inspections to identify defects proactively, this will be done at the 'welcome visit' held typically within the first few weeks of occupancy and towards the end of the defect liability period (DLP), typically 10 months after the build completion date.

believe housing will record all defects on the Defect Management System that are raised at the 'welcome visit' and at the end of DLP inspection.

believe housing will monitor the progress of all defects and request updates from its contractors through its Defect Management System as well as hosting regular 'defect performance' meetings with contractor customer care teams.

Appendix C – Defect categories and examples

Remote repairs:

- No heating/hot water due to loss of pressure
- Tripped electrics
- Assistance for minor repairs, such as bleeding radiators, filling minor holes and cracks in plaster.

Emergency/hazards – within 24 hours.

High – up to 20 working days.

Medium - up to 40 working days.

Low – up to 60 working days.

The following table is not exhaustive and is to be used as a guide.

| |
|---|
| Emergency |
| Complete or partial loss of heating or hot water during winter |
| Insecure external door or ground-floor window |
| Total loss of electricity |
| Uncontainable leak |
| Water affecting electrics |
| Fire or smoke alarm continuously sounding |
| Blocked WC (only toilet in property) |
| Blocked drain preventing washing |
| Dangerous structures including wall or ceiling collapse |
| |
| High priority |
| Grouting and sealant – only if causing a leak |
| Lofts – structural or insulation issues |
| Electrical socket issue |
| Radiators (that have been bled and are still not heating and valve is turned on) |
| Water logging (if deeper than £1 coin/does not disperse after 24 hours/bigger than two metres square/within three metres of property) |
| Leaks that are containable |
| |
| Medium priority |
| Shrinkage in plaster work (bigger than the thickness of a £1 coin/3mm) |
| Scratched DGU window or external door |
| Defects to fence and gates |
| Defects to roof tiles |
| |
| Low priority |
| Chrome finishes corrosion or peeling |
| Nail pops if more than six in the same area |
| Gates (if damage has not been caused by wind) |
| Garage water ingress (if extreme) |

Appendix D – Latent defects

Examples of latent defects include:

- Poor damp-proofing, blocked cavities/blocked weep holes or defective tanking can allow water penetration, leading to mould, rot, and extensive damage.
- Missing shingles, poorly installed flashing, or inadequate ventilation can lead to leaks and water damage in lofts and ceilings.
- Poorly connected or sealed pipes within walls can cause hidden water damage and mould growth over time.
- Inadequate exterior grading can cause water to seep towards the foundation instead of away from the home.
- Improperly installed wiring can pose a fire risk, leading to frequent power outages.
- Insufficient insulation in walls or attics, or poorly sealed windows and doors, leads to significant energy loss, drafts, and temperature inconsistencies.
- Undersized or improperly installed heating, ventilation.