

Defects rectification period

Frequently asked questions

What is the defects rectification period (DRP)?

A defects rectification period is a set period of time after new homes are built during which the build contractor will return to remedy defects. Defects are faults or problems that are the result of inadequate workmanship or poor quality materials.

The 12 month DRP starts from when the property is handed over to us, regardless of the date you purchased or moved in. This means that if you purchased or moved in two months after the building was handed over, the remaining DRP for your property will only be 10 months long. During the DRP you are responsible for reporting defects as soon as they occur to prevent further damage to the property.

Just before your property comes to the end of the DRP, we will carry out an End of Defects (EoD) inspection, to identify any outstanding defects and arrange for those to be rectified.

What is the contractor responsible for?

The contractor is responsible for rectifying defects to your home and the building which relate to workmanship or where parts have failed for example, the heating system, extractor fans or seals around baths or showers. Any faults caused by other means, such as wear and tear, accidents, lack of maintenance or damage by others are not the responsibility of the contractor, and will not be carried out as part of the defect repairs. Defects that occur outside of the DRP will be dealt with differently depending on whether you are a tenant or a leaseholder.

What happens at the end of the DRP?

You will receive a letter from our employer's agent (EA) providing you with contact details. The letter will request to carry out an inspection of your home. The purpose of this inspection is to determine whether there are any outstanding defects which have occurred during the DRP which the contractor is responsible to repair.

What happens during the inspection?

We advise you to make a note of any defects you find just before the end of the DRP, both within your property and in communal areas, and inform us of these when we visit, including those you may have recently reported but which have not been completed.

At the inspection we will need to check each room with you, including your private balcony/garden if you have one, and make a list of any defects that are the responsibility of the contractor. Once the list has been drawn up, both parties will sign it. A copy will be given to you and the other retained by the inspection team.

What happens after the inspection?

Once the contractor has inspected all properties in the development and any communal areas, a member of the inspection team will contact you again to arrange access to repair any defects. Once the works to your property are complete we will ask you to sign to confirm they have been satisfactorily carried out.

In the event of a dispute, we will endeavour to resolve it. If you are still not satisfied, the next stage will be to go through our formal complaints procedure. You can find this at www.newlon.org.uk/residents/making-a-complaint.

Communal defects are signed off by our Property Services department. This is to ensure that the team that retains the ongoing maintenance responsibility for the property are satisfied that all identified communal problems have been properly remedied. It ensures that going forward these communal issues do not present any unexpected cost liability to both Newlon and its residents.

Access arrangements

Our EA will write to you proposing some dates and times for the initial inspection and follow-up visit by the contractor to remedy the identified defects. We recognise that for those who work access arrangements may be difficult, so we will be as flexible as possible in finding a date and time to suit.

Please read the EA's letter, as it may also provide you with the option to arrange a specific appointment outside of the proposed dates. Please note that this option may not always be available. There may be a large number of properties to inspect so we ask you to be as flexible as you can.

What happens if I don't provide access for repairs to take place?

If after two attempts we have been unable to gain access to your property to either inspect or remedy the identified defects, our EA will send a 'no access' letter to you, detailing the attempts made to visit. After this we will close the matter, sign off the property and the contractor will no longer be responsible for the defect repairs.

If a defect presents a potential breach of Newlon's mandatory obligations as landlord, such as gas or electrical safety, potential hazards or nuisance to neighbours then a refusal to provide access may lead to action by our Enforcement team. This is because the terms of your tenancy/lease stipulate that you must give us access in these circumstances.

Are there any differences if I am a leaseholder?

Any appliances that were supplied with the property are not covered as part of the DRP. When you move in you should complete any relevant warranty/guarantee registration supplied with the appliance and return it to the manufacturer, who should be contacted directly with any faults.

Any fitted blinds/alternative coverings to windows and doors are only covered under the 12 months DRP if the repair is a result of poor installation/workmanship. These coverings are gifted to you and will be your responsibility after the DRP.

At the end of the DRP you will become responsible for all repairs and maintenance of your home, except the structure and common parts in the case of flats. However, there is a warranty/insurance policy against defects, provided by NHBC/BLP/Premier on your home. This covers major structural defects, and depending on the policy could also provide components cover.

Your responsibilities as a home owner for the maintenance of your home is detailed in your lease. A copy of the warranty/insurance policy was issued with the home owner's pack when you bought the property.

What should I do about any defects I find outside the DRP?

On some occasions you might find that there are some defects which were not picked up during the DRP. These could arise out of a design, material or workmanship failure that may not be immediately apparent during the DRP.

These are commonly referred to as latent defects and are not always easy to prove. If reported we may have to carry out further inspections in order to establish the reason for the fault.

If you are a tenant you should report these to our Service Centre at customerservice@newlon.org.uk.

If you are a leaseholder please refer to your lease and warranty/insurance policy as you are responsible for your home but Newlon is responsible for the structure and common parts.

Glossary of terms

DRP	Defects rectification period
EoD	End of defects
EA	Employer's agent
NHBC/BLP/Premier	New homes warranty/ insurance policy providers