

A photograph of a modern, multi-story apartment building with a mix of white, brick, and wood paneling. The building has large windows and balconies with glass railings. In the foreground, there is a paved walkway and some landscaping with tall grasses. The sky is blue with light clouds.

Build warranty explained guide

The Warranty on New Build Properties

WE ARE COMMITTED TO PROVIDING HIGH BUILD QUALITY ACROSS OUR DEVELOPMENTS.



However, things can and will go wrong occasionally. This brochure explains how our warranty period works, and what warranty claims will and will not be accepted.

Please read this brochure very carefully. If you have any questions or require any clarification, please contact your sales representative.

Warranty Length

All our new build properties come with a warranty, usually of one year. This one-year period is commonly referred to as the 'defects liability period'.

The developer of your home is responsible for rectifying any defects that occur in your property during this year.

The defects liability period commences from the date your property is handed over to us from the developer, not the date on which you complete.

For example, if your property was handed over to us in June 2021, then your property's warranty would expire in June 2022, even if you purchased it in September 2022.



Defects

Defects are aspects of the works that are not in accordance with the contract.

Defects may occur because of:

- Design deficiencies
- Material deficiencies
- Specification problems
- Workmanship deficiencies

A defect is the name given to any problems inside your home which the developer is contractually liable to rectify under the terms of the contract.

Residents report defects via our development team/call centre. The operative will diagnose the issue and record the defect and then formally instruct the developer to attend to rectify the defect. The operative will also send a copy of the instruction to us so we are aware of the defect and can monitor its progress.

When a defect is logged, the developer may contact you to arrange a visit to assess the issue and advise if they believe it to be a defect or not. If it is agreed that it is a defect, it will be assigned a timescale to be resolved, depending on its urgency.

If a contractor attends and discovers a non-genuine defect the resident may be charged a call out fee.

For example, a boiler breaking down would be given a 24hour target to be fixed, while a faulty cupboard door would be given a 28-day target.

If the defect is not fixed within the target timescale, the development team will escalate as necessary or appoint an alternative contractor to remedy the issue.

Examples of some commonly found defects are as follows:

- Pipe leaks
- Problems with heating and hot water
- Door entry system malfunction

Properties sold off plan

If you are buying a property off-plan then you will not have had the chance to view the property before exchanging.

However, all our flats do go through an extensive snagging and inspection process prior to handover. Developers expect all decorative items such as scratched windows, poorly applied mastic and paint imperfection on walls, to be picked up and resolved during this snagging process.

Therefore, many developers will not accept any decorative items to be logged in as a defect following handover.

It is important you are aware of this now to save any future disappointment should you discover a decorative issue in your home which was missed during the snagging process.

End of defects inspections

At around the time the defects liability period expires, representatives from Lewisham Homes and the developers will attend an inspection of your home.

The inspection will formally log any defects that have not yet been rectified and give the resident a chance to point out any issues of concern.

Appointments will then be made to rectify the outstanding defects, and once these are all resolved the resident will be required to sign a form confirming every defect has been rectified.



NHBC, LABC, Premier Guarantee warranties

As well as the developer's one year warranty, your property will be covered by an extended warranty, usually provided by either the NHBC, LABC and, Premier Guarantee.

These warranties typically last ten years and focus on the structural integrity of the building they would usually include the following:

- Foundations
- Load-bearing walls
- Non load-bearing partition walls
- Wet-applied wall plaster
- External render and external vertical tile hanging
- Load-bearing parts of the roof
- Roof coverings
- Ceilings
- Load-bearing parts of the floors
- Staircases and internal floor decking and screeds where these fail to support normal loads

- Retaining walls necessary for the structural stability of the house, bungalow, flat or maisonette, its garage or other permanent outbuilding
- Below-ground drainage for which the owner is responsible

There is usually an excess or minimum claim limit required when making a claim under one of these extended warranties. If the claim just involves one property then the owner of that property would be expected to take the lead on making the claim. If the problem affects more than one property then we would take the lead.

For more information on these extended warranties, please visit the NHBC and Premier Guarantee websites:

www.nhbc.co.uk

www.premierguarantee.com

Once you purchase your home, your solicitor will forward you the relevant certificate of insurance.

Shrinkage

Shrinkage commonly occurs on plaster walls and in joins with wood (e.g. along skirting boards) because plaster and wood can contain a lot of moisture, and as they dry out over a period of several months they can expand, leaving cracks.

Most builders will not treat shrinkage cracks as a defect, so it is up to residents to fill in and paint over any shrinkage cracks. However, if the crack is wide enough to fit in the edge of a £1 coin (i.e. over 3mm), this would usually be accepted as a defect.

White goods

The white goods inside your home such as oven, hob, washing machine and fridge freezer are not covered under the builder's warranty.

You are instead covered by the manufacturer's warranty.

This will require the purchaser contacting the manufacturer to activate the warranty following completion. White goods are a gift from us to the purchaser and we take no responsibility for these. If the white good breaks or is unsuitable, it is the purchaser's responsibility to resolve this.

Boiler

Your boiler was fitted by a suitably qualified contractor. The boiler comes with a warranty which must be registered with the manufacturer. To maintain the warranty this usually requires regular servicing to be undertaken to maintain the warranty cover. The boiler, like white goods are exempt from the build warranty.

Wasted call-outs

If a resident reports a defect which following a contractor's visit is subsequently determined to not be a defect, it is likely the resident will be charged for the cost of the contractor call out.

Examples of previous wasted call outs include:

- Resident claiming heating was broken, when in fact they were not operating the system correctly
- Resident claiming they had no TV reception when in fact they had not plugged in the aerial socket correctly
- Resident damaging a cupboard through misuse

Pressurised heating systems

Many hot water-based heating systems are pressurised, and if the water pressure drops it will cause the temperature to drop or even the heating to fail. It is down to the resident to ensure the heating system is kept pressurised to the correct level.

Builders will not treat this as a defect and may charge for a wasted call-out if they are called to attend to a low-pressure heating problem. Residents will be given a demonstration on how to pressurise their boilers during the full property induction when they receive their keys.

You must not make any changes to the plumbing within your home without gaining permission from us first where there is a communal pressurised heating system.

If you do, you could damage the system for the building, if this occurs you may be liable for the repair of the system yourself.



FAQs

Q. Can I produce a snagging list?

A. Purchasers are not able to produce a snagging list prior to purchase, but you will normally be invited to a measure up and viewing of your property prior to completion (this could be after you have exchanged contracts). If the purchaser notices any non-decorative defects during this visit, then they can report this to the accompanying member of sales team, who will ensure that this defect is logged in with the developer.

Q. Will the contractor visit my property in the evening or at the weekend to rectify my defects, as I cannot take time of work?

A. Contractors generally only work daytime hours, Monday to Friday, and it is highly unlikely they will agree to attend to defects outside of these times. It is the resident's responsibility to provide access for contractors in order for defects to be rectified. Ultimately if a contractor cannot be given access, the defect will not be rectified.

Q. What do I do if I have an emergency defect during non-office hours?

A. If outside office hours you have an emergency

defect that needs to be rectified urgently, for example a gushing leak to a pipe or hot water and heating failing during very cold weather, please refer to your resident manual for reporting emergency repairs. In addition, refer to the troubleshooting section of your resident's manual for guidance.

Q. Do other developers, housing associations or local authorities have the same approach to defects?

A. Simple answer – Yes. We aim to be firm but fair when dealing with defects, but it is important purchasers are aware prior to purchasing what their warranty does and does not cover – hence we have produced this guide.

Q. My heating system was fixed last year as a defect, but exactly the same problem has occurred again and the warranty has expired.

A. If a defect is resolved during the defect's liability period but then the same problem occurs again once the period has expired, we may be able to get the contractor to re-attend to deal with the problem. We call defects such as this a 'latent defect'. If a resident experiences a latent defect, the resident will need to contact us and will be responsible to provide expert witness evidence to support the claim.

For further information
please contact:

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