

New Shared Ownership Initial Repair Period Guide

As detailed within the new shared ownership lease the property comes with a 10-year initial repair period that Plymouth Community Homes (PCH) as the landlord is responsible for, subject to specific criteria which applies while shared owners own less than a 100% share in the home. We have created this guide to help inform shared owners of those repairs and the process of making a claim.

The new model applies to certain developments and in some instances, certain homes (to find out why, we have provide the link to the Government website on the new shared ownership model [click here](#)).

[New model for Shared Ownership: technical consultation - summary of responses - GOV.UK](#)

What is covered by Initial Repair Period

The repairs allowance aims to improve the quality of new build homes for shared ownership customers. It is designed to cover the cost of repairs to things that should not be defective in a new build home, such as fixtures and fittings that supply water, gas or electricity into your home, known as a qualifying repair. Shared owners will still be responsible for general repairs. The initial repair period is ten years from the date of the lease and ends on the initial repair period end date. If the lease is assigned within this time, the time left will be transferred to the new leaseholder.

Definitions

Approved Service Provider, a Trustmark approved tradesperson

External and Structural Repairs means essential repair works to:

- (a) the load bearing framework of the Premises;
- (b) the external fabric of the Premises;
- (c) the Service Media forming part of (but not exclusively serving) the Premises;
- (d) all other structural parts of the Premises, the roof, foundations, joists and external walls of the Premises

AND which are notified to the PCH as the Landlord during the Initial Repair Period and for the avoidance of doubt the term External and Structural Repairs will NOT include normal general maintenance, redecoration and renewal works;

General Repairs and Maintenance Allowance means £500 (five hundred pounds) per year plus the amount of any unused allowance from the previous year that has been rolled over.

Building Insurance Policy means any insurance policy obtained by the landlord being PCH under the terms of a shared ownership lease which may provide cover for the cost of the External and Structural Repairs in certain circumstances;

Qualifying General Repairs and Maintenance Works means works by an Approved Service Provider either:

- (a) to keep in repair and proper working order the installations in the Premises for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); or
- (b) to keep in repair and proper working order the installations in the Premises for space heating and heating water,

AND which the Landlord, PCH acting reasonably, assesses in advance of such works to be essential and genuine works which are the shared owner's responsibility under the Lease, and which are not the result of the shared owner breaching their covenants set out in their Lease;

Trustmark means the Trustmark government endorsed quality scheme or such replacement scheme designated by Homes England from time to time.

Warranty means any building warranty provider (including but not limited to Premier Guarantee, National House Building Council (NHBC) and Local Authority Building Control (LABC) New Home Warranty) in relation to the Premises.

Warranty Provider means the provider of the Warranty.

Year means each period of 12 consecutive months commencing on the date of this lease or an anniversary of the same.

Service Media means drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires, mains, electrical risers, aerials and any other conducting media.

External fabric of building means the components that enclose the building and separate the interior from the exterior, including the walls, roof windows and doors. These protect the building from the elements of wind, rain snow and extreme temperatures.

Premises means property excluding boundary walls and fences.

Shared Owners Responsibilities

- to assist and report any *material* information in a timely manner
- to provide such reasonable access and non-monetary assistance as PCH may require to facility the PCH making a claim:
 - under the Warranty or Building Insurance policy (if any); and/or
 - to other relevant third party liable to either procure the carrying out of External and Structural repairs or to pay for the same.
- to inform PCH immediately if the shared owner becomes aware of any required External and Structural Repairs or any matter or event that any insurer or building warranty provider may treat as material in relation to any claim by PCH.
- not to do any act or thing which may render void or voidable any Insurance Policy: and
- not to do any act or thing which may render void or voidable the building warranty or any other guarantees that PCH may benefit from.
- check warranties regarding repairs and claim through existing policies where covered.
- maintain their home and ensure routine service and maintenance are in place (e.g., boiler servicing/air source heat pumps) and provide evidence of this as requested.
- notify, and if relevant, obtain consent from PCH to undertake any work (this may involve sending pictures and descriptions of work that needs to be done or completed).

- notify PCH once work is completed and provide an invoice and any further evidence as required such as full description of works completed, any photographic evidence, relevant information about Trustmark contractor that completed the work. This must be done within 28 days of work being completed.
- use Trustmark approved tradesperson to carry out the repair.
- provide access to the property where the Plymouth Community Homes as the landlord or an agent of PCH may wish to inspect the repair.

Identifying the repair

We have provided a handy guide - Classification of Repairs (Appendix 1) to help you determine where shared owners can report the repair to. There are building warranties, insurances and guarantees that may cover the repairs you need and these may not need to be claimed through the initial repair period. Repairs can be fixed under the following insurances/guarantees and warranties:

- Defect – Within the first 12 months of practical completion of the property
- Builder Warranty – Year 2-10
- Building Insurance
- Product guarantee

External and Structural Repairs

In the initial repair period, Plymouth Community Homes is responsible for the cost of essential repairs to;

- the external fabric of the building
- structural repairs to walls, floors, ceiling and stairs inside the home

These are limited to repairs not covered by the building warranty or any other guarantee. Shared owners must notify PCH the repair is required.

For the avoidance of doubt:

- any qualifying External and Structural Repairs including any administrative costs or excesses charged by the warranty or building Insurance Provider will be paid for by Plymouth community homes as part of this share ownership lease.
- no reserve fund contributions (if any) will be used towards the cost of External Structural Repairs
- any work that is covered by the building warranty may be required to be claimed through the policy. The policy holder is PCH as the freeholder, however some warranty providers request shared owners to raise the claim directly. In that circumstance the shared owner will be required to report this to PCH.

General Repairs and Maintenance

Under the terms of the shared ownership lease, PCH is not responsible for general repairs to the Premises, and such works remain the shared owner's responsibility.

In the Initial repair period, the shared owner may apply to PCH for a contribution towards the cost incurred by the shared owner for essential repairs known as a Qualifying General Repairs and Maintenance works required during the relevant Year.

A contribution towards the cost of the any Qualifying General Repairs and Maintenance works cannot be claimed in respect of;

- Any work covered under a Warranty, Insurance Policy or Guarantee, although any insurance excess payable for Qualifying General repairs and Maintenance works may be claimed.
- Normal recurring health and safety requirements (example annual gas servicing or electrical testing)
- Decoration which the shared owner is obliged to carry out under the lease
- Improvement works
- Any work required because of any breach of the obligation of the shared owner under the terms of their lease.

Shared owners will be able to claim, up to a maximum of £500 in repairs and maintenance costs each year to support with the repair or replacements of **(if faulty and not covered by warranty/guarantee)**:

- Installations in the property for making use of the supply of water, gas or electricity (including basins, sinks, baths and sanitary conveniences)
- Installation in the flat or house for heating and heating water

It does not include:

- Installing other fixtures (such as kitchen cabinets) and fittings (such as a bed or sofa)
- Installing appliances that use gas, electricity or water supplies, such as ovens or washing machines

Exclusions

Shared owners will not be able to claim expenditure for:

- DIY repairs, or repairs done by non-Trustmark tradesperson.
- Repairs where there has been a breach of lease such as deliberate or avoidable damage will not be claimable. This includes where shared owners have failed to ensure appropriate routine servicing and maintenance. Repairs or replacements carried out to an improved specification will not be eligible unless unavoidable.
- PCH have the right, at our discretion, to reject repairs claims using any unapproved company which is not part of the Trustmark scheme.

How much can you claim

The amount you can claim each year is £500 from the date of the first sale for 10 years. In the first year if the full repairs allowance has not been claimed the remaining balance will roll over to year two and so on as the table below shows.

Year	Repairs Allowance	Allowance claimed for repairs	Allowance rolled over to next year
1	£500	£0	£500
2	£1,000 (£500 + £500)	£750	£250
3	£750 (£500 + £250)	£0	£500

Carry out the qualifying essential repairs

To carry out the qualifying essential repairs you need to arrange the repair with a Trustmark approved tradesperson to undertake the repair and pay them directly.

[Find a local tradesperson on the Trustmark website.](#)

You may wish to contact PCH first, prior to arranging the work to be carried out, so we can advise whether the repair is covered under the qualifying essential repairs. You can do this by completing a claim form enquiry on PCH website or My PCH account or contact Plymouth Homes contact Centre who will complete the enquiry form the shared owner.

Emergency repair

In the event of an emergency repair, shared owners should contact a Trustmark approved person to attend to the emergency repair, so the repairs are not delayed which could result in further damage to the property.

Reporting a claim

To report a claim, please complete the claim form on PCH website or through My PCH App or contact PCH Contact Centre. You will need to provide supporting documentation.

Information required for submitting a repair claim

When making a claim/enquiry you will need to provide us with the following information:

- Name, address, email and telephone number
- Location of the essential repair
- Description of the essential repair
- Photos of the essential repair (before and after)
- A written report of works completed by the Trustmark approved tradesperson
- Invoice from the Trustmark tradesperson. The invoice will need to provide full company details of name and address on letterheaded paper.

How to contact PCH to make a claim

- PCH Contact Centre - 0808 230 6500
- MyPCH Account – Repairing Lease Claim Form/Repairing Lease Enquiry Form
- PCH website – [Shared Owners](#)

How PCH will review your claim

PCH will:

- review the shared owners' claim in a fair and consistent manner.
- approve or decline shared owners repair claim within seven calendar days of being notified of a completed repair, subject to all the evidence above being provided.
- reimburse costs within seven calendar days of an approved completed repair after all evidence and information has been provided.
- where a claim has been declined, PCH will explain why in writing within seven calendar days of receiving the claim. PCH will also advise the shared owner of the right to dispute the decision and request a review of this decision within seven calendar days.
- if the reason for declining the shared owners' claim identifies the repair responsibility is the shared owners as outlined within the Lease, PCH will not consider the dispute as part of the PCH formal complaints policy.
- PCH may need to contact the tradesperson and may need to visit the property after the work has been completed.

- provide a statement on the balance of the General Repairs and Maintenance allowance available on the anniversary of the lease each year and following an approved claim. The statement will include confirmation of any balance rolled over from the previous year and details of any previously approved claims during the current year.
- there shall be no limit on the number of claims the shared owner can make in any one year, subject to the aggregated value of the claims cannot exceed the General Repairs and Maintenance allowance. Where the shared owners do not claim any or all the General Repairs and Maintenance Allowance in any one year, the balance, up to a maximum of £500 (five hundred pounds) will be rolled over to the next year.

Appendix 1 Classification for Repairs

Description of problem	Possible Cause	12 month defect	Warranty Provider		Household buildings insurance	Qualifying essential repairs	Shared owner responsibility
			Developer Warranty period	Structural insurance			
Drainage							
Wastepipe emits an odour	Wastepipe is blocked	✓**					✓
	Water trap removed						✓
	The wastepipe, gully or drain is blocked	✓**					✓
Water not draining away	The gully is damaged due to ground movement	✓**	✓	✓			
	The wastepipe or drain was not installed at the correct angle	✓	✓	✓			
Walls							
Moisture or staining on walls	Condensation						✓
	Water ingress	✓			✓		✓
	Leaking plumbing	✓			✓		
	Inadequate ventilation	✓			✓		
Cracks in plasterwork	Normal Shrinkage						✓
	Movement	✓	✓	✓			
Roofs							
Roof leaking	Storm damage				✓		✓
	Defective roof covering	✓					
Roof/ridge tiles loose or missing	Accidental damage or storm damage				✓		✓
	Tiles not installed correctly	✓	✓				
Pointing to eaves, ridge valleys cracked	Accidental damage or storm damage				✓		✓
	Not properly installed	✓					
	Lead flashing installed incorrectly	✓	✓				
	Affected due to frost						

Windows and Doors							
Glass damaged	Accidental damage				✓		✓
Door front difficult to close	Front door twist or faulty	✓			✓		✓
Lock not working	The lock has been damaged				✓		
	The mechanism has seized	✓					
	The lock does not align properly with the keep	✓					✓
Draughts coming through	no draught strips fitted	✓					
	The window/door fits badly	✓					
	The window/door is warped or twisted	✓					
Rain entering though	The window fits badly	✓					
	The design of the window is not suitable for the exposure	✓	✓				
Plumbing							
Tap Dripping	The washer is worn						✓
	Tap is defective	✓				✓	
Wastepipe is leaking	The pipe is cracked or punctured due to accidental damage				✓		✓
	The pipe has cracked or punctured due to incorrect installation	✓				✓	
	The pipe has cracked due to inadequate insulation	✓				✓	
	A joint is not holding	✓				✓	
No water supply or low pressure	The water main has not been turned on or is not fully open						✓
The pipes are noisy	The pipework is not adequately secured	✓					
	The pipework in not protected where it passes through the joint or wall	✓					
Shower not working	Isolation switch and/or valve is in the "on" position						✓
	Electric: There is no hot water or water at all	✓				✓	

	Power: There is no power or water	✓				✓	
	Mixed: There is no water at all	✓				✓	
Heating							
Radiator not producing heat	Airlock in the radiator						✓
	Radiator valve has seized						✓
	Boiler not working	✓	✓			✓	
	Blocked pipe	✓				✓	
Boiler not working	Gas supply is off		Turn on gas if safe to do so, follow boiler instructions				
	Thermostat or programmer is not working correctly	✓	✓				
	The pilot light has gone out	✓					
	The boiler is not wired to the circuit or is faulty	✓					
ASHP	No hot water or heating	✓				✓	
	Fault from blocked airflow						✓
	Internal circulation pump failure	✓				✓	
	Refrigeration leaks	✓					✓
	Compressor or fan motor failure	✓					✓
Electrics							
No power	A circuit breaker has tripped	✓				✓	✓
	The light(s) or socket(s) are not wired to the circuit	✓					
Electrical fittings not working	A circuit breaker has tripped						✓
	Appliance is not wired to the circuit						
	Accidental Damage				✓		✓
	Incorrectly fixed	✓					
Fitted Furniture							
Cupboard Door is Sticking or Loose	Accidental damage				✓		✓
	Poorly fitted	✓	✓				✓
Worktop is damaged or loose	Accidental damage				✓		
	Poorly fitted	✓	✓				✓
Photovoltaics	Panel damage						✓
	Inverter failure						✓
Electric vehicles	Electric vehicle charging point						✓

External Works

Driveways, Paths not draining	surface not laid to falls	✓					
	Ground Movement	✓					
Cracking in concrete and drives	Ground Movement	✓					

*The table above is intended as a guide and may be subject to further review and investigation

** If found to be caused by a foreign object, this will not be covered and be the shared owners responsibility