



A guide to the Initial Repair Period

This is a quick guide for Shared Owners to the Initial Repair Period and making a Qualifying Repair(s) Claim

If your property is less than one year old, repairs are likely to be covered under defect liability. Please contact the First Choice Homes Oldham Service Centre for your repair to be handled under defect liability, do not complete the attached form.

You will need to pay for repairs and maintenance no matter what share of the property you own. Your lease offers some protection from unexpected repair costs. During the first 10 years of the lease, you may apply to First Choice Homes Oldham for a contribution towards qualifying repair costs. The maximum claim each year is £500. If you do not claim the full repairs allowance in one year, a maximum of one year's allowance will roll over to the following year.

Check the 'key information document' for your home to see if it has an initial repair period.

Please read this information carefully.

What is the Initial Repair Period?

An initial repair period usually lasts for 10 years and only applies if you own less than a 100% share of your home. After the period ends, all repairs are your responsibility.

During the initial repair period you can apply for a contribution towards the cost of any Qualifying Repairs and maintenance.

If the repair you need is covered by the building warranty or another guarantee, you must use that warranty or guarantee to make the repair.

Shared owners are responsible for internal repairs but can claim up to a maximum of £500 in repairs and maintenance costs each year to support with the repair or replacement.

It covers:

- Supply water, gas or electricity - for example sinks, baths or pipes
- Heat your home, for example a boiler or radiator
- Support the structure of the building e.g., windows, doors or walls

There is no limit on the number of claims in one year, provided the total does not exceed the annual allowance. Any portion of repair and maintenance costs over and above £500 are the responsibility of the shared owner.

It does not cover:

- 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.

You will still need to pay any service charges for your home if your home has an initial repair period.

Defect Liability Period

The defect liability period is a 12-month period when the builder remains liable under the building contract, for dealing with any defects that develop. The defect liability period is to rectify any defects that occur in your home in the first year. The first year starts from the day the developer handed the property over to First Choice Homes Oldham, not the day you moved in. For example, if your property was handed over to us in June 2021 but you completed your purchase in September 2021 then the end of defect liability would be June 2022.

Any defects or faults due to defective materials or workmanship must be put right by the builder. This excludes such as kitchen cabinets or 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. You would contact First Choice Homes Oldham to deal with the builder on your behalf during the defect liability period.

Building warranty

When you buy a new build property, the building is covered in two main ways, you have a 12-month defect liability and a 10-year build warranty. A new build warranty is taken out by the builder.

Building warranties protect the landlord and homeowners in case there are structural problems with the building. Despite the property being new, it is possible to experience some structural defects due to faulty materials or workmanship.

The first year of the 10-year build warranty is the defect liability period. The remaining nine years are under new build warranty. The warranty will only cover issues with structural elements such as the foundations, roof, ceilings, **solar panels**, etc.

You would claim directly through the warranty provider. You can check with us which warranty will apply to your home.

How does the £500 budget work?

If you do not claim the full repairs allowance in one year, a maximum of one year's allowance will roll over to the following year.

Example of how the repairs allowance works if you claim in years 2 and 3

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

If you need to check your balance, please email homeowners@fcho.co.uk

If you sell the home, the repairs allowance will usually transfer to the new owner. If the new owner buys a 100% share, they do not get the repairs allowance.

You will need to pay for costs above the allowance amount yourself.

We will write to you in September each year with the balance of your repairs allowance.

Emergency repairs

Emergency repairs will not be covered if they are the result of damage, or you have not carried out routine maintenance and servicing. You will be asked to provide proof of servicing.

You will need to pay for costs above your allowance budget balance yourself.

Rejected claims

If we reject your claim for the allowance, we will tell you why in writing within 7 days of receiving your application.

You have the right to challenge our decision. You can do this by email to homeowners@fcho.co.uk

If you break the terms of your lease, we will not need to pay for repairs we are normally responsible for. For example, if you cause damage on purpose or do not arrange routine servicing and maintenance, such as regular boiler servicing. We are unable to approve claims where proof of an up-to-date boiler service is not provided.

External and structural repairs

First Choice Homes Oldham are responsible for repairs to the external building and structural repairs to walls, floors, ceiling, and stairs inside of the home - but only where the repair is not covered by the building warranty or any other guarantee.

A landlord's main repairing obligation is under section 11 Landlord and Tenant Act 1985.

For information about Section 11 obligations
<https://www.legislation.gov.uk/ukpga/1985/70/section/11>

Four steps to making a qualifying repair claim

Step one: Let us know

You must let us know that the repair is needed. Complete and return the attached form. We will assess your claim for whether it is essential and genuine.

For your claim to be considered, you must provide photographs of the problem before any repairs are completed with a quote for the repair work.

You must use a Trustmark-approved tradesperson. You can [find a local tradesperson on the Trustmark website](#).

We might decide to inspect the problem in your home before accepting your claim.

Step two: arrange the repair

Once your allowance claim is accepted, you will need to arrange the repair yourself.

Step three: completed repair

Once the repair is completed, send in photographs of the finished repair with proof of the final invoice, so that we can release the allowance claimed.

You can claim up to £500, you will need to pay for costs above this amount yourself.

We might decide to inspect the repair in your home before paying your claim

Step four: Paying your claim

Once a claim has been approved, your funds will be paid directly into your bank account within 21 days.

Qualifying Repair(s) Claim Form for Shared Owners

Please note that all repair claims are subject to approval based on section 11 of The Landlord and Tenant Act 1985, and subject to the qualifying repair balance for your property.

For your claim to be considered, you must provide photographs of the issue before any repairs are completed, proof of quote from a Trustmark approved tradesperson and your latest boiler service certificate.

Please send a scanned copy (or a photo) of this completed and signed form with the documents listed above by email to homeowners@fcho.co.uk

Names of all Leaseholders

1.

2.

Full property address

Home number

Mobile number

Email address

Please select the repair you are requesting to claim for below.

		Amount of claim
Electricity	<input type="checkbox"/>	£
Gas, heating, and hot water	<input type="checkbox"/>	£
Water	<input type="checkbox"/>	£
Sanitation e.g., basins, sinks, baths and sanitary conveniences	<input type="checkbox"/>	£
Exterior and structural	<input type="checkbox"/>	£

Please provide further details of the repair issue, including a description of the defect(s), what caused the

defect and what action is needed to fix the item.

Please confirm your preferred method of refund.

Bank account transfer

Credit paid into your rent account

Once a claim has been approved, your funds will be either paid directly into your bank account or released into your rent account within 21 days.

If there are joint leaseholders, all leaseholders must sign this form to confirm the above information is correct to the best of your knowledge

Signature of all leaseholders

Signature
Date

1.

Signature
Date

2.

Customer Bank Details (Please only complete your bank details below if you have chosen to be paid via bank transfer.)

Bank name:

Bank address:

Sort code:

Account number: