

Factsheet



Repairing and Replacing Windows

Liabilities & Considerations

Considerations

Identify What Type of Window Is It?

- timber
- uPVC (plastic)
- metal

What Is The Defect?

Timber Windows/Doors

- paintwood thin & bare wood exposed
- swelling along the grain of the wood
- frame sections coming apart from each other
- openable panes of window not shutting true
- broken window catches
- broken sash lifts
- broken sash weights meaning window does not open/close easily
- window ceased shut
- window painted shut
- broken window closers
- glass loose/putty seals broken
- damp coming in underneath window cill
- Hinges broken
- External frame damage
- Weatherboard at the bottom of a door rotten or missing

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uPVC Double Glazed Windows/Doors

- condensation between the two panes of glass
- frame sections coming apart from each other
- openable panes of window not shutting true
- broken window catches
- window ceased shut
- broken window closers
- glass loose seals broken
- gas window lifts ceased/broken
- damp coming in underneath window cill
- drip vent in uPVC door blocked/not working

Metal Windows

- condensation between the two panes of glass (if double glazed)
- frame sections coming apart from each other
- openable panes of window not shutting true
- broken window catches
- window ceased shut
- broken window closers
- glass loose seals broken
- gas window lifts ceased/broken
- damp coming in underneath window cill

Construction Related Defects

- Defective window arch in brickwork above window opening
- Balcony above window not falling/stopping away from the building
- No drip channel to underside of concrete window sub-cill
- No drip channel to underside of timber window cill
- No damp proof membrane fitted around where window frame adjoins window opening

Note: In asking questions to determine a defect it is important to understand if dampness is penetrating whether this is around the cill, sub cill or head of the window as the defect may not be related to the window itself.

Who Is Liable For The Repair?

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There is no simple rule as to who is liable for repairing or replacing windows as the exact ruling for each block/site will depend on the construction of the lease.

A well drafted lease would normally provide for the following scenarios:

- Freeholder or Management Company hold responsibility for decoration
- Freeholder or Management Company hold responsibility for frames
- Leaseholder holds responsibility for glass, window catches, sash weights, defective double glazing units (ie. the sealed glass units)

Replacing Windows - Considerations

- Most leases would provide that the leaseholder cannot change a window unit without first seeking and being granted permission from the Freeholder/Management Company. This is important as some windows may afford secondary support to the surrounding wall structure and are load bearing. Load bearing elements can be either the mass (size of timber members) or could include hidden steel inside uPVC frames
- The siting of a window within the wall mass can also be important, for example in a cavity wall which is typically 11" (275mm) the window would normally be seated on the outer skin. For solid brick 9" (225mm) walls the window, depending on the construction, may need to be seated on the inner skin to provide secondary support to timber lintels concealed within the wall above. But, each building is different and the construction methods need to be understood as do the principles of loading
- Changing any part of the design or fenestration of the windows or materials would certainly require Licence to Alter from the Freeholder and would be so specified in the lease. You should ask for a *Licence to Alter* pack to find out the requirements
- Many, but not all local authorities would require planning permission for a proposed change of windows if the materials of the replacement window are to be different from the existing window or if there is any change in openers or design
- If a building is listed any change to materials or fenestration would also require Listed Building Consent
- All structural works should be notified to the Local Authorities Building Control Department as Building Regulations consent may be required

Repairing Windows - Considerations

- When were the windows installed?

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- uPVC windows may come with a guarantee and this should be checked
- If the property was recently built by a developer, there may be a developers warranty, an NHBC or Zurich guarantee. If so the guarantee will be personal to the lessee and they should check the policy to see if the windows are covered
- Only minor window repairs can be effected without scaffolding due to health & safety considerations
- If replacing, many windows can be replaced from the inside, frames first screwed into the window opening, frames mastic sealed to the window opening and then glazing units installed
- On a block it would usually be more sensible or cost effective to effect repairs from outside as part of a cyclical programme or repair, maintenance and redecoration
- Other considerations include, when the building was last decorated externally. The actual frequency of redecoration will depend on the strategy of the Freeholder/Management Company but typically a lease would provide for external maintenance & redecoration on one of the following basis:
 - every 3 years - common where timber softwood windows are installed
 - every 5 years
 - as and when necessary
 - when the Landlord's Surveyor deems necessary

Examples Of Typical Lease Clauses

Extract of the lessee's demise which includes

"...the walls edged red on the said plan and the doors and door frames and window frames fitted in such walls (other than the external surfaces of such doors door frames and window frames) and the glass fitted therein"

Whatever is included in the lessee's demise is his/her responsibility.