

Defect list template: status, responsibility and deadlines, so the chain does not break

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A reliable defect list keeps, for each defect, an unchangeable number, the location in the project structure, the trade, a description of the symptom without asserting a cause, photo and drawing references, the responsible contractor as a mandatory field, the date of the finding, a status from a fixed model (open: rectify, to be clarified, under observation; closed: rectified, price reduction, irrelevant, rejected), the cost allocation, the external visibility and the deadline chain: deadline of the notice of defects, date and proof of receipt, grace period, announcement of substitute performance, contractor's completion notice and acceptance of the rectification. Defects are closed, never deleted — the unbroken sequence of numbers is itself a piece of evidence.

Notes on use

- **One row per defect, one number forever**

The number is assigned when the defect is recorded and is never changed or reassigned — not even if the defect turns out not to be one. Gaps in the numbering are the first thing an expert questions.

- **Symptom instead of cause**

"Crack in the ceiling joint, 1.20 m, joint visible" — not "filling carried out incorrectly". The client has to designate the defect, not explain it. Whoever asserts a cause hands the contractor a counter-argument.

- **A responsible party is mandatory**

A defect without an addressee gets no notice and no deadline. If responsibility is disputed, the probable contractor is entered with the note "provisional" — and the status "to be clarified".

- **Deadlines run from receipt**

The column "notice received" carries the date of receipt and the proof (registered letter with return receipt, read receipt, countersignature on site). A dispatch date without proof of receipt is worth nothing in a dispute.

- **Red means act**

The deadline traffic light colours rows whose level 1 deadline has passed without a grace period being set or completion being notified — and more strongly when the grace period has also expired without substitute performance being announced. Every red row is a letter that is missing.

- **Close instead of delete**

What was not a defect is set to "rejected" or "irrelevant" — with the reason in the remark. What can no longer be found, likewise. Nothing is deleted.

The traffic light calculates against the reference date in the header row of the sheet: in the blank list that is today, in the example it is 2026-06-15.

The Excel version contains the blank list with drop-down lists and deadline traffic light, the example and the legend; this PDF shows the example and the legend in print format.

Disclaimer

Non-binding sample, not legal advice. The list documents — the notice of defects itself is a separate letter that must reach the contractor; deadlines and legal consequences depend on the contract. Legal basis: Germany.

Example 1/3 — Recording

Twelve invented defects from the fit-out phase of the sample project new nursery school on Musterweg, reference date 2026-06-15. All statuses and all three levels occur — the three tables show the same twelve rows; in the Excel file they sit side by side.

NO.	INTERNAL NO.	LOCATION	TRADE	ITEM TYPE	DESCRIPTION	PHOTO / DRAWING
M-001	2026-041	Ground floor, group room 1 (0.12)	Drywall	technical defect	Crack in the plasterboard ceiling along the board joint, approx. 1.20 m, joint visible	F-201, F-202 / A-EG-05 rev. b
M-002	2026-042	Ground floor, corridor (0.01), grid line 3	Screed	technical defect	Hollow spot in the cement screed approx. 0.4 m², tap test hollow, area marked	F-203 / A-EG-05 rev. b
M-003	2026-043	1st floor, sleeping room 2 (1.08)	Windows	technical defect	Window sash does not close, gasket crushed on the hinge side, draught noticeable	F-210 / window schedule item 14
M-004	2026-044	Ground floor, children's washroom (0.15)	Plumbing	technical defect	Washbasin 2 not level (6 mm over 60 cm), drain fitting drips	F-215, F-216 / S-EG-02
M-005	2026-045	1st floor, corridor (1.01), north wall	Painting	technical defect	Paint patchy, substrate shows through, approx. 8 m²	F-220 / —
M-006	2026-046	Basement, plant room (U.03)	Electrical	occupational safety	Sub-distribution board UV-2 without cover, live parts touchable, room unlocked	F-225 / E-UG-01
M-007	2026-047	Ground floor, kitchen (0.20), grid lines 4–5	Tiling	technical defect	Floor tiles with lippage up to 2 mm, three tiles hollow	F-230, F-231 / A-EG-05 rev. b
M-008	2026-048	External works, north entrance, ramp	Metalwork	delay	Railing to be installed by 2026-05-15 according to the construction schedule, installation not started; ramp closed	F-235 / construction schedule as of 2026-05-04
M-009	2026-049	1st floor, group room 3 (1.12), ceiling	Roof waterproofing	damage report	Water stain on the ceiling approx. 30 × 40 cm below the roof terrace, cause open (waterproofing or condensation)	F-240 / D-01
M-010	2026-050	Ground floor, group room 2 (0.13)	Electrical	technical defect	Socket next to the door not working; test report for circuit 12 missing	F-245 / E-EG-03
M-011	2026-051	South facade, parapet, grid line 6	Shell	technical defect	Hairline crack in the fair-faced concrete, width below 0.2 mm, no moisture, course marked	F-250, F-251 / R-03
M-012	2026-052	1st floor, staff WC (1.15)	Painting	technical defect	Paint splash on the wall tile behind the door, approx. 3 mm	F-255 / —

Example 2/3 — Responsibility and status

The same stock: who is responsible, who bears the costs, what state the defect is in — and why. The remark always carries a date.

NO.	RESPONSIBLE	FOUND ON	STATUS	COSTS CLIENT / CONTRACTOR	VISIBLE EXTERNALLY	REMARK
M-001	Drywall A	2026-05-04	rectified	contractor	yes	Rectification checked 2026-05-22: crack-free, photo F-260
M-002	Screed B	2026-05-04	rectify	contractor	yes	Grace period expired; tiler waiting for completion notice — prepare announcement of substitute performance (2026-06-15)
M-003	Windows C	2026-05-06	rectify	contractor	yes	Replacement gasket ordered according to contractor (2026-05-20); substitute performance announced from 2026-06-25, quotation from Windows K on file
M-004	Plumbing F	2026-05-11	rectified	contractor	yes	Re-installed, leak test 2026-05-20 without findings
M-005	Painting D	2026-05-11	price reduction	contractor	yes	Second coat no longer possible after furniture delivery; reduction of €380 agreed 2026-05-29
M-006	Electrical E	2026-05-13	rectified	contractor	yes	Room locked immediately; cover fitted 2026-05-13 14:30 (F-226), safety coordinator informed 11:10
M-007	Tiling G	2026-05-19	to be clarified	open	no	Contractor refers to screed tolerance (M-002); survey with expert agreed for 2026-06-18 — deadline still runs
M-008	Metalwork H	2026-05-18	rectify	contractor	yes	Delay notified; installation according to contractor in week 25 — check contractual penalty under § 11 of the contract
M-009	Roof waterproofing K (provisional)	2026-05-26	to be clarified	open	yes	Ceiling opened 2026-06-17 with Roof waterproofing K and Drywall A; responsible party final afterwards
M-010	Electrical E	2026-06-02	rejected	—	yes	Contractor proves: circuit 12 energised only after furniture installation as planned (report 2026-06-03); no defect, number remains
M-011	Shell J	2026-06-05	under observation	open	no	Crack width documented; quarterly check until the end of the warranty period (shell accepted 2025-12-12)
M-012	Painting D	2026-06-05	irrelevant	—	no	No longer present at the inspection on 2026-06-08; closed instead of deleted — numbering stays unbroken

Example 3/3 — Deadlines and escalation

The chain per defect. On the reference date 2026-06-15 two rows are red (M-002, M-008: grace period expired, no announcement) and one is light red (M-007: deadline passed, no grace period) — exactly the three letters that are missing.

NO.	DEADLINE LEVEL 1	NOTICE RECEIVED (RECEIPT)	GRACE PERIOD LEVEL 2	ANNOUNCEMENT LEVEL 3	COMPLETION NOTICE	RECTIFICATION ACCEPTED
M-001	2026-05-18	2026-05-05 (e-mail with read receipt)	—	—	2026-05-20	2026-05-22
M-002	2026-05-18	2026-05-06 (registered letter, return receipt)	2026-06-01	—	—	—

NO.	DEADLINE LEVEL 1	NOTICE RECEIVED (RECEIPT)	GRACE PERIOD LEVEL 2	ANNOUNCEMENT LEVEL 3	COMPLETION NOTICE	RECTIFICATION ACCEPTED
M-003	2026-05-20	2026-05-07 (e-mail, contractor's reply the same day)	2026-06-03	2026-06-10	—	—
M-004	2026-05-25	2026-05-11 (handed over on site, countersigned)	—	—	2026-05-19	2026-05-20
M-005	2026-05-25	2026-05-12 (e-mail, contractor's reply 2026-05-12)	—	—	—	—
M-006	2026-05-13	2026-05-13 (by phone 10:15, in writing 11:00 by e-mail)	—	—	2026-05-13	2026-05-14
M-007	2026-06-02	2026-05-20 (e-mail with read receipt)	—	—	—	—
M-008	2026-05-29	2026-05-20 (registered letter, return receipt)	2026-06-12	—	—	—
M-009	—	2026-05-26 (damage report to both contractors by e-mail, without deadline)	—	—	—	—
M-010	2026-06-16	2026-06-02 (e-mail)	—	—	—	—
M-011	—	—	—	—	—	—
M-012	—	—	—	—	—	—

M-009 and M-011 deliberately have no deadline: for the damage report it runs only after clarification, for the warranty defect under observation not at all. Both are nevertheless found with a date — that is the difference between "no action needed" and "forgotten".

The status model

Seven states in two groups. A defect has exactly one — and changes it only with a date and a reason in the remark.

STATUS	MEANING	GROUP	WHO SETS IT
rectify	Defect found or notified, rectification outstanding	open	Site supervision at the finding
to be clarified	Cause or responsibility disputed; a deadline that has been set still runs	open	Site supervision
under observation	Warranty defect without acute need for action, development is documented	open	Site supervision or client
rectified	Rectification carried out, checked and accepted	closed	Site supervision after its own check — never the contractor
price reduction	Defect remains, remuneration is reduced (§ 13 (6) VOB/B)	closed	Client
irrelevant	Finding without consequence, e.g. trivial or no longer present — number remains	closed	Site supervision with reason
rejected	No defect — the contractor has proven conformity with the contract	closed	Site supervision with evidence in the remark

The contractor's completion notice is deliberately not a status but a date: it triggers the check but does not replace it.

The three escalation levels

Each level is a separate letter with its own legal basis and its own date in the list. The sample letters are in the working aid Notice of defects samples.

LEVEL	LETTER	LEGAL BASIS	DEADLINE	IF THE DEADLINE PASSES
1	Notice of defects with deadline for rectification	before acceptance § 4 (7) VOB/B, after acceptance § 13 (5) no. 1 VOB/B; BGB § 634, § 637	reasonable and stated as a date; starts on receipt	Level 2
2	Grace period with threat of consequences	before acceptance § 4 (7) sentence 3 with § 8 (3) VOB/B, after acceptance § 13 (5) no. 2 VOB/B	short but feasible; prove receipt again	Level 3
3	Announcement and execution of substitute performance (before acceptance, withdrawal of the contract for this work)	§ 13 (5) no. 2 VOB/B; § 637 BGB, advance payment under subsection 3	state start and cost estimate	Substitute performance at the contractor's expense

The item types

Not every finding is a technical defect. The type determines which letter follows and whether a deadline runs at all.

ITEM TYPE	WHEN	WHAT IS DIFFERENT
technical defect	Work deviates from the contract, the drawings or the recognised rules of technology	Notice with deadline; three escalation levels
delay	Work not started or completed by the agreed date	Notice of delay referring to the construction schedule instead of a defect description; check contractual penalty
damage report	Damage to finished work or to third-party property, party responsible unknown	Preserve evidence first (photos, date, witnesses), responsible party provisional, deadline only after clarification
occupational safety	Danger to persons	Immediate action, deadline "immediately", report to the safety coordinator; documentation remains even after remedy
status report	Not a defect — a finding on the state of progress for the client	No deadline, no responsible party in the sense of the list; only in the external version

Sources and legal basis

- VOB/B (2016 edition), official text of the BMWSB — § 4 (7) (defects before acceptance), § 13 (5) (rectification after acceptance), § 13 (6) (reduction) — https://www.bmwsb.bund.de/SharedDocs/downloads/DE/veroeffentlichungen/bauen/vob-teil-b.pdf?__blob=publicationFile&v=1
- § 634 BGB — Rights of the customer in the case of defects — https://www.gesetze-im-internet.de/bgb/__634.html
- § 637 BGB — Self-help and advance payment — https://www.gesetze-im-internet.de/bgb/__637.html
- § 130 BGB — Effectiveness of a declaration of intent to absent parties (receipt) — https://www.gesetze-im-internet.de/bgb/__130.html

Legal framework: Germany (HOAI, VOB/B, BGB). Deviating contractual agreements take precedence. This working aid is no substitute for legal advice in the individual case.