

CONSTRUCTION PERFORMANCE GUIDE

MANITOBA & SASKATCHEWAN

Considering the details that go into a new home, it's not surprising that occasionally disparities exist between the expectations of a homebuyer and what the builder delivered.

This guide addresses hundreds of performance guidelines for components and systems that make up a finished home. It serves as a benchmark for the Canadian Home Warranty Protection Program (CHWPP) and The New Home Warranty Insurance (Canada) Corporation (NHWICC) when deciding on a file.

NOTES

Words in italics are defined in the "TERMINOLOGY" section.

DISCLAIMER

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Introduction

For most homebuyers a *new home* represents a significant investment. A *new home* is built from thousands of components, involves hundreds of design details, any number of construction people and takes months to build. With all those variables, it is not surprising that occasionally a disparity exists between the expectations of the *homeowner* and what the *builder* delivers.

About This Guide

The Residential Construction Performance *Guide* (*Guide*) is intended to provide objective and *uniformed* criteria that set out the minimum required performance of *new homes* covered by home *warranty*. It attempts to deal with the most common possible *defect claims* that might be submitted under home *warranty*. The *Guide* complements the *Building Code* but goes beyond the requirements of the Code. The *Building Code* mostly addresses structural integrity and health and safety matters, whereas this *Guide* deals more particularly with issues of *defect* in design, materials and workmanship. Although the *Guide* covers many standards, not all standards are included, and industry standards evolve with new products and technologies. The *Guide* is designed to be supplemented by any applicable and appropriate *guide* lines or standards produced by industry associations and product manufacturers. The *Guide* does not *replace* manufacturers' warranties.

The *Guide* is designed primarily for conventional low-rise, wood-frame construction, which is the predominant method of residential construction. Therefore, it may not be applicable in all respects for other types of construction or assemblies. The *Guide* does contain some limited *guide* lines with respect to the common property of larger multi-unit buildings based on the most frequent concerns identified by *warranty* providers.

Since the *Guide* may be revised from time to time, The *New Home Warranty* Insurance (Canada) Corporation ("NHWICC") agreed that decisions shall be based on the current edition of the *Guide*. However, where the *Building Code* is referenced, the version of the Code that was in place at the time the building permit was issued would be applicable. The effective date of the *Guide* is indicated on the cover of the *Guide*. The *Guide* will be reviewed periodically and expanded or updated to reflect changes in construction materials, technologies and best practices. To find the most current version of the *Guide*, please visit chwpp.ca.

Owners may use the *Guide* to help determine whether a concern they have with their *new home* might be covered by their home *warranty*. Understanding this distinction may help consumers gain a more realistic expectation about the performance of their *new home* and help owners to self-evaluate possible *defects*. Residential *builders* may use the *Guide* to assist in meeting or exceeding the standard to which their *new homes* will be measured in the event of a *claim*. Most *warranty* providers have an indemnity agreement



with their *builder* clients that requires the residential *builder* to correct *defects* for a certain period of time in which the home *warranty* coverage is in effect.

NHWICC Claim Assessors

NHWICC *Claim* Assessors have been well trained regarding technical construction issues and the use of this *Guide* and are experienced in identifying and resolving the issues that impact a home. Their skills include technical knowledge, professional accreditation, dispute resolution management and they also have extensive experience in the home building industry. A NHWICC *Claim* Assessor is a qualified and neutral third-party.

This *Guide* is intended for use by NHWICC *Claim* Assessors to complete investigations and to prepare a *Claims Report. Homeowners* can request the services of NHWICC by providing NHWICC with a written *Claims* request pursuant to the provisions of the *Warranty* Certificate applicable to the home.

Claim Assessors will exercise their judgment and discretion after reasonable consideration of the particulars of this *Guide* as well as any other relevant circumstances that impact the issue(s) under investigation.

Resources for Guide

This comprehensive *Guide* was initiated and organized by NHWICC and updated in January 2021. It could not have been written without the substantial contributions of representatives of *Builder* Members, industry experts, independent inspectors, sub-trades and suppliers. All of these outside resources were a credible source of information to establish references and industry standards.

Care and Maintenance Guide

A companion document to the Residential Construction Performance *Guide* is the *Guide* to Care and Maintenance of your *New Home*. This *guide* provides additional information on the materials contained inside and outside your home.

Please contact <u>contactcentre@nhwicc.com</u> for more information.

Transfer of Home Warranty Coverage

Home warranty coverage pertains solely to the new home for which it provides coverage and notice to the warranty provider is not required on a change of ownership. All of the applicable remaining benefits under home warranty coverage that have not expired are automatically transferred to any subsequent owner on a change of ownership. Owners who sell their new home should hand over the warranty documents and the maintenance manual (if one has been provided) to the new owners.



What's Covered and Not Covered by Home Warranty?

In general terms, home warranty coverage only covers defects. Defects are defined as meaning any damages that result from design, materials and labour that are contrary to the Building Code, or damage that requires repair or replacement due to the negligence of a residential builder or person for whom the residential builder is responsible at law. For instance, this would include work performed by trades under the residential builder's supervision, but would not cover defects in design, materials or labour supplied by the owners. Home warranty is specifically coverage against defects and does not deal with contract related issues, such as cost overruns or other financial disputes, incomplete work, substitution of materials or colours, delayed occupancy or deposit refunds.

Work that is incomplete due to the negligence of the *builder* and causes a *Building Code* violation that constitutes an unreasonable health or safety risk may be covered under *warranty*. Owners of *new homes* should familiarize themselves with the terms and conditions of their home *warranty* by reading their Certificate carefully. The Certificate contains information about commencement dates, exclusions, owner maintenance obligations, standard of coverage and financial limits of the *warranty* coverage.

Not all work undertaken by the *builder* is covered by the mandatory *warranty* coverage. Some *builders* may offer after sales customer service programs that go above and beyond the mandatory *warranty* coverage. Should the *builder* undertake *repairs* as a customer service on an issue where there is no *warranty* coverage, the *repair* is beyond the scope of the *warranty* protection and is not covered by the one-year *warranty* on *repairs* and *replace*ments.

In general, *new home warranty* does not cover site grading (other than directly around the perimeter of the home), *landscaping*, septic systems or municipal services, detached structures such as garages, garden sheds or other outbuildings.

In addition, weathering, *normal wear and tear*, *normal* shrinkage of materials such as concrete and wood, material design or labour provided directly by the owner, damage caused by animals or insects, fire windstorm or other acts of nature are also not covered under *warranty*.

Generally speaking, manufacturers' specifications or instructions should be followed when materials are supplied for or installed in the home and would be used to determine the acceptable performance/condition for *warranty* coverage. However, it's important to note, that manufacturers' specifications or instructions are not always available, may not be relevant to local conditions and building practices, and do not cover all installation situations. In these cases, *normal*, local industry standards would determine the acceptable performance/condition for *warranty* coverage.

Damage resulting from work performed by the owner or under the owner's direction after occupancy, such as renovations, alterations, deletions or additions, is not covered under *warranty*.



Coverage for Homes/Units and Common Ownership

Home *warranty* provides separate coverage for each dwelling unit within a Condominium, and for the common property. It's important for both unit owners and Condo boards to be aware of this and to take the time to gain an understanding of the difference between the common property and what is unique to the individual units. In principle, the condo corporation owns the common property, and the condo board is responsible for dealing with home *warranty* issues for *defects* in the common property. Unit owners are responsible for handling home *warranty* issues relating to *defects* in their individual units. This is very important when it comes to understanding the role of unit owners and the condo board with respect to *defect claims*.

Pre-Delivery Inspection (PDI)

A Pre-delivery inspection (*PDI*) is a walk-through performed by the *builder* and owner to inspect the property together prior to closing or settlement. During the inspection, the owner and *builder* should verify that all terms of the *contract* have been met, the home is completed and that major items are in working order. Often *builders* will take this opportunity to provide the owner with a *new home* orientation to explain operation of the home's systems and provide manuals and maintenance documentation. During the inspection, the owner and *builder* should thoroughly examine the entire interior and exterior of the home. Any damaged, incomplete, or missing items, as well as anything that is not operating properly, should be noted and recorded on the Pre-delivery inspection Form.

It's important to note that NHWICC will generally rely on information recorded (or not) and agreed to on the Pre-delivery inspection form (*PDI form*) to determine whether or not they will cover physical damage to materials, such as finished flooring, counter tops and plumbing fixtures. Where such damage may have occurred after occupancy, the damage will probably be judged to be not covered as a *defect*. While *builders* may undertake to *repair*, *replace* or otherwise deal with a number of issues at the Pre-delivery inspection and record that on a PDI form, that does not necessarily mean that those issues will be covered by home *warranty* in the event that the *builder* does not follow through.

Time Limits on Coverage

The following section should be read in conjunction with your *warranty contract*, and the "What's Covered and Not Covered by *New Home Warranty?*" section in this *Guide* as there are exclusions and limitations.

The minimum coverage for every New Home Warranty Certificate includes:

1-year materials and labour warranty

In the first 12 months, for all *new homes*, common property, common facilities and other assets of a condo corporation, coverage is for any *defect* in materials and labour, and for a violation of the *Building Code**.



2-years for delivery and distribution, building envelope warranty, and building code violations

In the first 24 month, for all *new homes* including the common property and common facilities, coverage is for:

- Defects in the building envelope that result in unintended water penetration into the building envelope. Note: In evaluating a building envelope claim, NHWICC will require evidence of actual water penetration or evidence that the water penetration is substantially likely to occur and cause material damage to the new home within the 2-year period if the defect is not repaired.
- *Defects* in materials and work in the electrical, plumbing and heating *delivery* and *distribution* systems.
- Violations of the local Building Code regulations under which the Building Permit was issued, affecting health and safety, including, but not limited to, fire safety, insulation, air and vapour barriers, ventilation, heating and structural adequacy.

5-year building envelope warranty

The minimum coverage for the *building envelope warranty* is five years for *defects in the building envelope* of a *new home*, resulting in a *defect* that permits unintended water penetration such that it causes, or is likely to cause, material damage to the *new home*.

Note: In evaluating a *building envelope claim, warranty* providers will require evidence of actual water penetration or evidence that the water penetration is substantially likely to occur and cause material damage to the *new home* within the five-year period if the *defect* is not *repaired*.

7 year and 10-year building structural defects warranty

The minimum coverage for the *structural defects warranty* is 7 years or 10 years (based on *warranty* coverage chosen) for any *defect* in materials and labour that results in the failure of a load bearing part of the *new home*, and any *defect* which causes structural damage that materially and adversely affects the use of the *new home* for residential occupancy.



^{*}Non-compliance with the **Building Code** is considered a **defect** covered by home **warranty** coverage if the non-compliance constitutes an unreasonable health or safety risk, or has resulted in, or is likely to result in, material damage to the **new home**.

Commencement Dates for Home Warranty

The commencement date for home *warranty* coverage is the earlier of:

- i. Possession date of the New Home, being the day, the New Home is completed by the residential builder for possession by the homeowner and the homeowner is entitled to occupy it
- ii. The date of transfer of title to the new home; or
- iii. The date an accredited agency, *municipality*, or regional services grants permission to occupy the *New Home*.

Maintenance Required

The first owner of a *new home* may receive a copy of a maintenance manual from their residential *builder*. These manuals provide useful information on the care and maintenance of the *new home*. Owners who receive a maintenance manual are advised to read it carefully and undertake the regular maintenance recommended in the manual. It is important for owners to perform maintenance in keeping with the manual. Failure to perform regular maintenance is an allowed exclusion in the *Warranty* Certificate and could result in damages that will not be accepted by NHWICC. In addition, proper care and maintenance is important to preserve the long-term value of any *new home*.

Owner's Obligation to Mitigate Damages

An owner is responsible to mitigate or reduce any immediate damage to the *new home*. If an emergency requires immediate action, an owner has a duty to lessen the potential damage. An owner must take all reasonable actions to restrict or minimize damage to the *new home*.

Besides an owner taking timely action to limit damage, written notice should be promptly sent to the *warranty* provider and *builder*. Phone calls should be quickly followed-up with written notice. Submitting written notice well after the occurrence or after work is completed may preclude the *claim* review process or affect the verification of a *claim*.

Pictures should be taken of the problem prior to and during any emergency *repairs*. This information can assist in establishing the problem for *warranty* purposes.

An owner's duty to maintain and mitigate survives even if the *new home* is unoccupied, occupied by someone else other than the owner, for sale or experiencing water penetration that does not appear to be causing damage.

If a problem is made worse due to an owner's failure to undertake the proper home maintenance or to mitigate damage, the problem and resultant damage may not be covered under *warranty*.



Owner's Obligation to Provide Access for Inspection and Repair

Owners are required under the conditions of the *Warranty* Certificate to allow their *warranty* provider and the original residential *builder* access to their *new home* to investigate *claims* and conduct *repairs* at all reasonable times, provided they are given reasonable advance notice, which is usually a minimum of 48 hours.

Filing a Claim

Within a reasonable time after the discovery of a *defect* and before the expiry of the applicable home *warranty* coverage, an owner must give to the *warranty* provider and the residential *builder* written notice in reasonable detail that provides particulars of any specific *defects* covered by home *warranty*.

In other words, a *claim* must be in writing to the *warranty* provider and the residential *builder* and must identify what the problem is in simple terms and where in the home the damage has occurred.

It is important for condo unit owners and condo boards to remember that the term "owner" includes a condo corporation (the board) in respect of the common property and common facilities.

New home warranty coverage becomes more limited over time. Owners should review their *warranty* documentation as soon as they receive it and note the expiry dates of each of the *warranty* periods.

Warranty Provider's Obligation for Handling Claims

NHWICC's goal is to manage your *claim* in the most efficient manner possible and to reduce the stress that typically felt when there is a need to make a *claim*. The following are general ways we provide this service.

- i. NHWICC, on receipt of written notice of a *claim* under home *warranty*, promptly make reasonable attempts to contact the owner to arrange an evaluation of the *claim*.
- ii. NHWICC will make all reasonable efforts to avoid delays in responding to a *claim* under home *warranty*, evaluating the *claim* and scheduling any required *repairs*.
- iii. If, following evaluation of a claim under home warranty coverage, the warranty provider determines that the claim is not valid or not covered under the warranty, NHWICC must notify the owner of the decision in writing, setting out the reasons for the decision.
- iv. Repairs must be undertaken in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.



- v. All *repairs* and *replace*ments made under home *warranty* coverage must be warranted against *defects* in materials and labour until the later of the first anniversary of the date of completion of the *repair* or *replace*ment, and the expiry of the applicable home *warranty* coverage.
- vi. All *repairs* and *replace*ments made under home *warranty* must be completed in a reasonable manner using materials and labour conforming to the *Building Code* and industry standards.
- vii. Claimants should expect to receive a reply from their warranty provider within 10 working days of the warranty provider receiving a claim notice. A claim notice sent by fax or email is deemed to be received on the date it is sent. Claim notices sent by ordinary mail are deemed to be received within five working days from the date of the postmark. Unless additional information is required, the initial response from the warranty provider will be in writing and should include an acknowledgement of the claim, assignment of a claim file number, an indication of what the next steps will be and a period within which the next steps will take place.
- viii. NHWICC will often rely on their *contractual* relationship with a *builder* to have them rectify an owner's concerns in the *normal* course of providing proper after-sales service. Accordingly, in most cases, a *claim* ant should expect that when a *claim* is received the *warranty* provider will contact the *builder* in writing and ask them to address the issues contained in the *claim* ant's notice. In most cases, the *claim* ant should expect that the *builder* will resolve the issues without further involvement by the *warranty* provider. However, *warranty* providers must follow up in these circumstances to determine whether the *builder* has satisfied the *claim* ant's concerns.
- ix. For issues that are not considered to be an emergency (see earlier section "Owner's Obligation to Mitigate Damages") a *claim*ant should expect that the *warranty* provider will contact them within the time set out in the *warranty* provider's initial response letter to follow up and determine if the *builder* has satisfied the *claim*ant's concerns. If the *builder* has not satisfied the *claim*ant's concerns, the *warranty* provider will further evaluate the *claim* and arrange a date and time for a site inspection by a *Claims* Adjustor, if requested. It may be that further information is needed before such a site inspection is arranged.
- x. If there is going to be a delay in the completion of the evaluation, the *warranty* provider will advise the *claim* ant in writing and explain the reasons for the delay. Once the *warranty* provider completes whatever additional investigations are required (such as site visits, expert reports, meetings with the owner and/or the *builder* if necessary), the *claim* ant should expect to receive a written report from the *warranty* provider setting out which *claim* items are covered by the home *warranty* Certificate and which are not, along with an explanation as to why they are not covered.
- xi. Following completion of all repairs or replacements, claimants should receive written or electronic confirmation of the completion of the repairs or replacement and the date upon which the repair or replacement warranty will expire.



Residential Builder's Responsibility

Warranty providers, such as NHWICC often have indemnity agreements with their residential builder clients or members. An indemnity agreement is a contract that, for a specific period of time, obligates the builder to correct defects that are deemed to be covered by home warranty coverage and often requires the builder to provide financial security of some sort to their warranty provider. The decision on who will correct defects is made by the warranty provider. The warranty provider may wish to arrange for warranty defects to be corrected by the original builder or by another contractor.

Terminology

ACT OF NATURE

BUILDING CODE

BUILDER

The following acronyms, definitions or descriptions are used throughout this Residential Construction Performance Guide as defined terms. They may be capitalized and/or used in the context of the sentence (i.e., tense, plural) without altering the intent of the defined term.

ABUSE	To use something improperly to the extent that damage or excessive wear
	becomes apparent. Abuse can be unintentional, occasional, or attributed to a
	seemingly innocent action.

An act which occurs exclusively by the forces of nature, uncontrolled and
uninfluenced by human intervention and which is of such a character that it
could not have been prevented or escaped from by any amount of foresight or
prudence. For example: a snowstorm or tornado.

The person or entity that undertakes the performance of all work and supply
of all the materials necessary to construct a completed home whether for the
purpose of sale by the person or entity or under a contract with a vendor or
homeowner. In these Guidelines, the term "builder" is used to refer to both
vendors and builders.

BUILDING ENVELOPE	The assemblies, components and materials of a new home which are intended
	to separate and protect the interior space of the new home from the adverse effects of exterior climatic conditions.
	effects of exterior chimatic conditions.

CEC	Canadian Electrical Code
CEC	Canadian Electrical Code



CLAIM	Written notice given by an owner to their warranty provider that provides reasonable detail about defects that the owner believes are covered by the Home Warranty Certificate.
CLAIMS REPORT	A written report issued by NHWICC that provides a binding decision regarding warranty issues in dispute with respect to defects in the home.
COMMON ELEMENTS	Include areas in condominium projects shared by residents e.g., lobbies, and recreational facilities such as pools and gyms, as well as "exclusive use areas" e.g., balconies, parking garages. These spaces/components are looked after by the condominium corporation. Common elements are identified in the "Disclosure Statement", forming part of the "Declaration and Description".
CONDOMINIUM CORPORATION	Refers to the corporation created or continued under the Condominium Act.
CONDOMINIUM PROJECTS	Include the individually owned units (as in apartment buildings or townhouse complexes) and the land owned in common by all residents. Condominium projects can include high-rise buildings, low-rise buildings, townhouses, semi-detached homes and detached homes.
CONSEQUENTIAL DAMAGE	Damage to the building materials or components of the home resulting from failure of a related or adjacent component.
CONTIGUOUS AREAS	Areas that are touching.
CONTRACT / CONTRACTUAL	An agreement between two or more parties that is enforceable by law. The Agreement of Purchase and Sale between the builder and homeowner, or the construction contract between the builder and homeowner who owns the land.
COSMETIC	Serving (primarily) an aesthetic or appearance function.
CSA	Canadian Standards Association.
CRAZING	The development of a network of random cracks or fissures on the surface of concrete, mortar or solid surfaces caused by shrinkage of the surface layer or by hot water expansion and contraction.
DATE OF POSSESSION / POSSESSION	The earliest date the homeowner occupies the home, or the Date of Possession. NHWICC shall, in its sole discretion, determine the Date of



	Possession and such date shall be binding upon the builder and the homeowner.
DEFECT	Any design or construction, that is contrary to the <i>Building Code</i> , or that requires repair or replacement due to the negligence of a residential builder or person for whom the residential builder is responsible at law.
DEFECTS IN THE BUILDING ENVELOPE	Defects that result in the failure of the $building\ envelope$ to perform its intended function.
DELIVERY AND DISTRIBUTION SYSTEMS	Includes equipment, wires, conduits, pipes, junctions, switches, and receptacles for electrical, plumbing, heating, ventilation and air conditioning systems. Does not include electrical or plumbing fixtures, the seals and fittings or non-hard-wired appliances.
DEFICIENCY	Items in the contract that have not been completed prior to completion of the Pre-delivery inspection Form. Seasonal deficiencies are the most common type, where weather and climate factors make it impractical to complete certain kinds of exterior work. The builder and the homeowner should document all outstanding deficiencies at the time of <i>possession</i> .
DEVELOPER	One who prepares raw land for construction and then sells serviced lots to a builder.
DIMENSIONAL WOOD/LUMBER	Wood milled with varying width, thickness, and length.
DRIVEWAY	A surface intended and constructed primarily to be used for vehicular access to or from a new home.
EXTERIOR CLADDING	All exterior wall coverings, including siding and above-grade masonry (for example, concrete, bricks, or stone) as required and detailed in the relevant sections of the <i>Building Code</i> under which the Building Permit was issued.
FINISH (AS A NOUN)	The exposed, thin (usually) cosmetic or protective layer as opposed to the supporting substrate material.
FINISH GRADE	The imaginary line formed between the bottom of a shoe and the sod, gravel or topsoil supporting it.
GRATUITOUS REPAIR	Should the Builder undertake remedial action on an issue identified as "No Action" or "Contractual/Design" in the Claim Report, the gratuitous repair is



	beyond the scope of NHWICC's warranty protection, and therefore is not accompanied by the Warranty on Warranty.
GUIDE	The Residential Construction Performance Guide
HOMEOWNER	A person who purchases a new home, or contracts with a residential builder to construct a new home and includes a condominium corporation in respect of the common property, common facilities and other assets, and a subsequent purchaser of a new home.
HOMEOWNER MAINTENANCE	Work which is done regularly to keep a home and its equipment in good condition and working order. New homes require maintenance; Homeowners need to familiarize themselves with mechanical systems, utilities, and routines from changing filters to replacing downspout extensions after cutting the lawn. Damages caused by improper homeowner maintenance are not considered a Warrantable Defect.
HOMEOWNER RESPONSIBILITY	An action required of the homeowner.
HONEYCOMBING	The appearance of voids in concrete when the space around coarse aggregate material is not filled by mortar leaving the coarse aggregate exposed. Honeycombing is usually caused by insufficient working or vibration during placement.
HUMIDITY	The amount of water vapour within the air expressed as a percentage of the amount of water the air can hold at one atmosphere pressure and at a given temperature. (Also see Relative Humidity) Refer to: Home Humidity Levels in the Guide to the Care and Maintenance of Your New Home.
IMPROPER MAINTENANCE	Maintenance that is not in keeping with maintenance requirements or procedures which have been provided to the original owner by the residential builder or warranty provider.
LANDSCAPING	Includes both hard and soft landscaping features. Includes, but is not limited to, plants, fencing, detached patios, planters, gazebos, water features and similar structures.
LATENT DEFECT	A product imperfection not discoverable by reasonable inspection at time of <i>possession</i> and becomes readily apparent later.



LOAD BEARING COMPONENT

Subjected to or designed to carry loads in addition to its own dead load but does not include a wall element subjected only to wind or earthquake loads in addition to its own dead load. Components include only the footings, piles, foundation walls, grade beams, telephone posts, load bearing walls, beams, floor systems and roof trusses.

MANUFACTURED HOME

A home that is constructed as an individual pre-assembled unit intended for delivery to a residential site, or from a few pre-assembled units that are intended for delivery to and assembly at a residential site.

MANUFACTURER'S WARRANTY

The manufacturer typically performs fabrication or assembly of the final product as defined by the specifications and is responsible for its performance, quality, and reliability. The manufacturer's warranty may run independently of the warranty provided by the NHWICC or the builder.

MEASUREMENT AND DIMENSIONS

In many entries a value has been attached to quantify the magnitude of the defect to reduce subjective assessment. The imperial number is the value that should be used in all instances. The metric number (in parenthesis) is an approximation only for the convenience of those who may be more familiar with that measuring system.

Tape measures are commonly available in either system but micrometers or vernier calipers for smaller measurements are usually not found around the home. For the purposes cited in this Guide, smaller measurements may be approximated by considering the thickness of:

Dimension	For approximate measurement use thickness/edge of:
0.25 mm	1 business card
0.5 mm	2 business cards
0.75 mm	3 business cards
1 mm	One dime / 4 business cards
1.5 mm	One quarter
2 mm	One loonie



DAMAGES

MITIGATION OF The responsibility of a homeowner to stop or reduce damages affecting the home by acting both responsibly and in a timely manner (especially those involving water or utilities).

MUNICIPALITY

An incorporated city, county, metropolitan authority, town, village, township, district or rural municipality or other incorporated municipal body having corporate status and powers of self-government.

NATURALLY As would be expected through inherent nature.

NEW HOME A building, or portion of a building, that is newly constructed and intended for residential occupancy, and includes:

- a self-contained dwelling unit that is detached, or attached to one or more other self-contained dwelling units,
- a building having two or more self-contained dwelling units under one ownership, and
- the common property, common facilities of a condominium corporation.

Does not include construction performed by the owner or by anyone other than the residential builder or its employees, agents, or subcontractors as part of the original construction or undertaking a warranty repair and does not include a building built and sold for temporary occupancy or for seasonal purposes.

NORMAL

Something exhibiting typical, usual, or conventional construction, design, or operation.

NORMAL LIGHTING

Normal lighting is light sourced from the sun or by the fixtures as installed by the Builder. The use of additional light sources; flood lights, flashlights, and flashes to enhance an irregularity is not considered normal. Normal lighting is not associated with a particular time of day.

Normal lighting and Normal Viewing position are associated when inspecting an issue.

NORMAL VIEWING POSITION

Typical or usual viewing conditions, that is:

Flooring is viewed from a standing position

Interior finishes are viewed from 5 feet (1.5 m) at 90° or such other parameter as specified in this Guide



Exterior finishes are viewed from 20 feet (6 m) or such other parameters as specified in this Guide

NORMAL WEAR AND TEAR

Physical deterioration arising from age and normal use. A form of depreciation which is assumed to occur even when an item is used competently and with care and proper maintenance.

ONE-TIME REPAIR

Remedial action completed by the Builder on an issue identified as a "onetime repair" in the Claims Report is not accompanied by the Warranty on Warranty. One-time repairs are typically associated with the normal settlement and shrinkage processes in the Home, and thereafter deemed by NHWICC to be regular Homeowner Maintenance. Examples of one-time repairs are such items as, caulking, drywall repairs, and paint touch-ups.

PATINA

The change in an object's surface appearance resulting from natural aging due to normal wear and tear and oxidation.

PROPERLY PAINTED SURFACE

A 'Properly painted surface' is one that is uniform in appearance, colour and sheen. It is one that is free of foreign material, lumps, skins, runs, sags, misses, strike-through, or insufficient coverage. It is a surface which is free of drips, splatters, spills, or overspray which were caused by the contractor's workforce. Compliance to meeting the criteria of a "Properly painted surface" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position, (no less than a 45-degree angle to the wall surface).

READILY APPARENT

To display a certain condition without repositioning, adjusting, or tuning the senses of the observer, from a normal lighting and normal viewing position.

READILY AUDIBLE

To hear a sound clearly in a Normal use condition.

READILY VISIBLE To see a detail clearly from a normal lighting and normal viewing position.

REPAIR(ED) (S) Activity to be undertaken by the builder as referred to under Action for conditions included in the Residential Construction Performance Guidelines. The method of repair may involve restoration, alteration, or partial or full replacement of materials or equipment. The builder must choose a repair method that will satisfy the acceptable performance/condition specified in the applicable guideline.

REPLACE(ED) To substitute or put in the place of another with an equivalent item.



SMOOTH An even surface that is free from bumps, projections, foreign material, etc.

SPECIFIED PLANE A flat, invisible line between two points on the surface of a wall, ceiling or floor which defines the intended flat surface. The points shall be located as far apart as possible, e.g., opposite sides of a room or opposite ends of a wall. Such a plane of reference is used to measure the variation between the specified plane and the actual surface. See Appendix A4 "Measuring Variation from the Specified Plane Using a Plane of Reference"

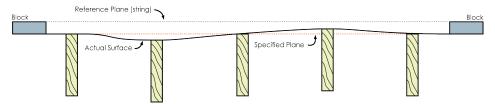
To measure the variation:

Place two blocks of equal thickness on either side of the surface you are considering.

Stretch a string across the top of the blocks so the string does not sag; the blocks may have to be secured from moving.

Measure the difference between the string and the actual surface and subtract the thickness of the blocks.

Compare the result with the allowable variation in the Guidelines.



STRUCTURAL DEFECT

A defect in the materials, labour and design that results in the failure of a loadbearing part of the New Home being the support system of the New Home capable of transmitting live and dead loads to the supporting ground, and includes only the footings, piles, foundation walls, grade beams, tele-posts, load-bearing walls, beams, elevated floor systems and roof trusses. Excluded are permanent foundations for manufactured homes that have not been engineered, basement floors, garage floors, driveways, patios, decks, retaining walls and all other concrete work which is not a load bearing part.

SUBSTRATE The surface, or medium, that serves as a base for the next layer of finish (protective or cosmetic surface).

MANAGEMENT

SURFACE WATER A process of establishing and maintaining grades and systems for the control of surface water.



Note: NHWICC considers the Homeowner to be responsible for maintaining grades established by the Builder. See the brochure detailing the management of surface water available on the website chwpp.ca

UNIFORM

Having similar form, colour, texture, or attributes throughout a defined area.

WALKWAY

A surface intended and constructed primarily to be used as a pedestrian access to or from a new home and may include stairs.

WARRANTABLE DEFECT

A defect which is defined and covered by the Warranty Certificate.

WARRANTY

A commitment that workmanship and material comprising the construction of the home will meet a specified condition or level of performance over a specified period.

WARRANTY CERTIFICATE The certificate describing warranty coverage, issued by NHWICC.

WARRANTY ON WARRANTY

Any action required by NHWICC in a Claims Report, with respect to repair. The builder must provide a limited One Year warranty, which commences on the date that the work is completed. Excluded are repairs identified in the report as gratuitous repair or one-time repair.

WATER TEST

The test preformed to confirm water leaks, both above and below grade. Above grade the intent is to simulate an average, wind driven rainfall but should never be done using full pressure in a single-stream or pressure altering device such as a pressure washer. This can force water through building assemblies and flashings not intended for high volume or high-pressure water saturation. Below grade the intent is to simulate natural water flow around a foundation caused by rain or snow melting where the water may inadvertently be directed towards the foundation wall. Unintended water penetration is bulk water coming into the basement or accumulating near the point of entry, or dampness on the wall appearing as a result of the test, but excludes dampness caused by condensation or other causes.

Above Grade

Use standard garden hose and sprayer attachment. The sprayer attachment should be set on shower or other similar dispersal pattern. Spray the area to be tested for not more than 10 minutes from a minimum distance of 6' - 6" (2 m). Have another person checking inside for the point of origin and the length of time it takes for water to appear. Areas to be investigated should be kept dry prior to the test.



Below Grade

Use a standard garden hose with no attachments. The hose bib should be set at about half flow to simulate melting snow or rainfall. The water from the hose is to be directed along the face of the foundation to allow the water to run parallel to the wall, at grade, finding its own way down the exterior of the wall. Run the water for not more than 20 minutes checking periodically for water penetration. Have another person checking inside for the point of origin and the length of time it takes for water to appear. Areas to be investigated should be kept dry prior to the test.

MOISTURE IN WOOD AND LAMINATE FLOORS

The National Wood Flooring Association and the North American Laminate Flooring Association reference the following relative humidity readings for their products. This information is intended as a guide only.

Wood and Laminate Flooring Comfort Levels

Wood and laminate flooring will perform best when the interior environment is controlled to stay within a relative humidity range of 30 to 50 per cent and a temperature range between 15°C and 27°C. Fortunately, that is about the same comfort range most humans enjoy. The chart below indicates the moisture content at any given combination of temperature and humidity. Note that equilibrium moisture contents in the recommended temperature/humidity range (shaded area) coincide with the 6 to 9 per cent range within which most hardwood/laminate flooring is manufactured. Although some movement can be expected even between 6 and 9 per cent, wood/laminate can expand and shrink dramatically outside that range.

	Moisture content of wood																			
	At various temperature and relative humidity readings																			
Tem	Temperature (Celsius)																			
-2	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
4	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
10	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
15	1.3	2.5	3.6	4.6	5.4	6.2	7.0	7.8	8.6	9.4	10.2	11.1	12.1	13.3	14.6	16.2	18.2	20.7	24.1	26.8
21	1.3	2.5	3.5	4.5	5.4	6.2	6.9	7.7	8.5	9.2	10.1	11.0	12.0	13.1	14.4	16.0	17.9	20.5	23.9	26.6
27	1.3	2.4	3.5	4.4	5.3	6.1	6.8	7.6	8.3	9.1	9.9	10.6	11.7	12.9	14.2	15.7	17.7	20.2	23.6	26.3
32	1.2	2.3	3.4	4.3	5.1	5.9	6.7	7.4	8.1	8.9	9.7	10.5	11.5	12.9	13.9	15.4	17.3	19.8	23.3	26.0
38	1.2	2.3	3.3	3.3	5.0	5.8	6.5	7.2	7.9	8.7	9.5	10.3	11.2	12.3	13.6	15.1	17.0	19.5	22.9	25.6
	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	98
								Re	lative	Humi	dity (p	er cer	nt)							
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MOISTURE AND WINDOWS

This chart identifies the maximum relative humidity for a given inside temperature above which condensation will form on windows. For additional information, see the following guides: "Moisture and Air, Problems and Remedies" by Canada Mortgage and Housing Corporation, or "Fenestration Products: Condensation and Humidity" by Natural Resources Canada.

Outside	Inside temperature										
temperature	20	°C	22	°C	20°C						
(°C)		Maxim	um relati	ve humidi	ity (%)						
(- /	Single Glass	Double Glass	Single Glass	Double Glass	Single Glass	Double Glass					
-35	3	18	3	18	3	18					
-29	5	23	5	22	5	21					
-23	8	27	7	26	6	25					
-18	12	33	11	31	10	29					
-12	17	39	16	37	15	35					
-7	24	46	23	44	22	42					
-1	34	55	32	52	30	49					



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Guide Entries

1. Exterior Elements

1.1 Exterior deck is springy or shaky

ACCEPTABLE PERFORMANCE / CONDITION

Attached exterior decks shall be designed and installed in accordance with the Building Code.

Minor deck movement is acceptable when all structural members including beams and joists are sized, installed and fastened in accordance with the applicable *Building Code*

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

Damage resulting from *improper maintenance*, by the owner not in keeping with regular *homeowner maintenance* or from additions, deletions, or alterations made by the owner is not covered under *warranty*.

ACTION

Decks built by the *builder* that do not meet the acceptable performance / condition shall be *repaired*.

REMARKS

Even when installed in accordance with the *Building Code*, decks are typically unrestrained on one, two or even three sides. Slight movement may occur under *normal* use and is acceptable.

NOTES

Words in italics are defined in the "TERMINOLOGY" section.



1.2 Exterior deck elevation has changed.

ACCEPTABLE PERFORMANCE / CONDITION

Sealed deck surfaces are designed to have a positive slope away from the *home*. Slope is not of consequence for decks using conventionally spaced deck boards that allow for drainage. Exterior decks may slope away from the building a maximum ratio of 2 inches (50 mm) over 12 feet (3.65 m).

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* by the *homeowner*, not in keeping with regular *homeowner maintenance* or from additions, deletions, or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Exterior decks not meeting the acceptable performance / condition shall be repaired.

REMARKS

In multi-family construction where stacked decks exist, lumber shrinkage or settlement may affect the slope of the deck. Frost heave or excessive settlement of deck supports caused by improper *surface water management* by the *homeowner* is not considered a *Warrantable Defect*.

Refer to Section 1.10: Water ponding on solid surface decks.

NOTES



Exterior wood handrails and/or guards have slivers or are rough in finish

ACCEPTABLE PERFORMANCE / CONDITION

Handrail surfaces intended to be grasped shall be *smooth* to the touch and free of slivers, or other surface imperfections that would prevent the handrail from being used.

Small slivers can develop from weathering and can be easily removed by sanding as part of *normal* home maintenance.

WARRANTY

12 Months - Workmanship and Material

Damage from *normal* weathering or *wear* and tear is not covered under *warranty*.

ACTION

Handrails not meeting the acceptable performance / condition shall be repaired.

REMARKS

This condition is warranted only where there is a demonstrated *defect* in work or material supplied by the *builder*. Small slivers can develop from weathering and can be removed by sanding as part of *Homeowner Maintenance*.

NOTES



1.3 Deck board spacing is not *uniform*

ACCEPTABLE PERFORMANCE / CONDITION

Deck boards forming the walking surface shall be spaced to provide a generally *uniform* surface and not present a trip hazard. A variance in spacing of adjacent deck boards shall not exceed ± 3/8 inch.

Expansion or *contract*ion of deck boards may occur due to climatic conditions and is not covered under *warranty*.

WARRANTY

12 Months - Workmanship and Material

Exterior decks intended to be waterproof, and the associated flashing shall be installed in accordance with the *Building Code* and shall not leak.

Normal shrinkage of materials due to drying after construction is not covered under warranty.

Damage resulting from maintenance not conducted by the owner in keeping with regular *homeowner* maintenance or from additions, deletions or alterations made by the owner is not covered under warranty.

ACTION

Deck boards not meeting the Acceptable Performance/Condition shall be repaired.

Where *repairs* are required, colour, finish, grain, sheen or texture may not have an exact match. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Spacing between boards may be adjusted during installation to allow for construction variances.

NOTES



1.4 Movement is noticeable on exterior deck railing

ACCEPTABLE PERFORMANCE / CONDITION

Minor movement of exterior deck guards and railings is acceptable when designed and installed in accordance with the *applicable Building Code*.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

Damage resulting from maintenance not conducted by the *homeowner* in keeping with regular *homeowner* maintenance or from additions, deletions or alterations made by the owner is not covered under warranty.

ACTION

Deck guards and railings that do not meet the acceptable performance / condition shall be repaired.

Where *repairs* are required, colour, finish, grain, sheen or texture may not have an exact match. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Even when installed in accordance with the *Building Code*, slight movement in railings and guards may occur under *normal* use and is acceptable.

Railings should return to their original position when subjected to the adjacent forces to which they were designed.

The selected design of a railing or guard can affect rigidity. Railings that are laterally supported or pinned will inherently exhibit more rigidity than railings that are not.

NOTES



1.5 Floor decking boards are split, warped or cupped

ACCEPTABLE PERFORMANCE / CONDITION

Deck floorboards may split, warp or cup with exposure to the natural environment; however, the condition of the deck floor shall be generally *uniform* and fastened securely to minimize warping and cupping.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from maintenance not conducted by the *homeowner* in keeping with regular *homeowner* maintenance or from additions, deletions or alterations made by the owner is not covered under warranty.

ACTION

Deck floorboards not meeting the acceptable performance / condition shall be repaired.

Where *repairs* are required, colour, finish, grain, sheen or texture may not have an exact match. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Dimensional wood deck flooring boards are more susceptible to cracking, warping and cupping than manmade composite decking materials. With dimensional wood exposed to the elements, the condition cannot reasonably be prevented.

The finish on flat woodwork is not a Warrantable Defect.

NOTES



1.6 Fasteners stick up on deck surfaces

ACCEPTABLE PERFORMANCE / CONDITION

Floor decking boards shall be set generally flush or slightly recessed, so they do not present a hazard.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from maintenance not conducted by the *homeowner* in keeping with regular *homeowner* maintenance or from additions, deletions or alterations made by the owner is not covered under warranty.

ACTION

Fasteners not meeting the Acceptable Performance/Condition are to be repaired.

REMARKS

Fasteners may protrude over time due to *normal* wood shrinkage. Typically, it is not the fastener that rises but rather the lumber dries and shrinks away from the fastener.

Fasteners that protrude due to *normal* wood shrinkage can be reset by the owner as part of routine maintenance.

NOTES



1.7 Stain colour varies on wood deck

ACCEPTABLE PERFORMANCE / CONDITION

The stain on a wood deck shall appear generally *uniform* in colour at *possession*. Colour variations are acceptable when changing from a horizontal plane to a vertical plane (i.e., from a vertical guard or fence to a horizontal deck).

WARRANTY

12 Months - Workmanship and Material

Damage resulting from maintenance not conducted by the *homeowner* in keeping with regular *homeowner* maintenance or from additions, deletions or alterations made by the owner is not covered under warranty.

ACTION

Stain Colour not meeting the acceptable performance / condition shall be repaired.

Localized repairs are acceptable.

REMARKS

Exterior wood stain offers a general colour, but the final effect of colour is dependent upon the grain structure of the wood, whether it is rough sawn or sanded, whether the wood has been prepped with a primer or sealer, and especially the natural variations in the wood itself. The same colour, applied to the same *substrate*, will exhibit a difference in shade from vertical to horizontal.

Stain which is exposed to direct sunlight will tend to fade faster than those areas protected by shade. When a stain is exposed to direct sunlight, the amount and type of pigment in the stain will determine how quickly it will react to sunlight. Generally, solid stains and darker coloured stains will tend to fade or oxidize faster than transparent stains in lighter colours.

Horizontal deck surfaces are considered *normal* wear surfaces and are not Warrantable *Defects*.

NOTES



1.8 Stains exist on exterior decking from fasteners

ACCEPTABLE PERFORMANCE / CONDITION

Builders shall use deck fasteners that are compatible with the deck material being used.

WARRANTY

12 Months - Workmanship and Material

ACTION

Deck fasteners not meeting the acceptable performance / condition shall be repaired.

REMARKS

Galvanized, coated and stainless-steel connectors will all lose their initial lustre over time and discolour adjacent deck surfaces; this is *normal* and acceptable.

A watermark can result from repeated exposure to wetting and mineral deposition. This should not be interpreted as the fastener corroding.

NOTES



1.9 Bubbles appear from beneath the surface of the solid surface deck membrane

ACCEPTABLE PERFORMANCE/CONDITION

Solid surface deck membranes shall be free from bubbles that cause surface deformities.

WARRANTY

12 Months - Workmanship and Material

ACTION

The solid surface deck membrane not meeting the acceptable performance / condition shall be repaired.

REMARKS

As part of the *repair* procedures, the deck membrane may be punctured to remove trapped air and then resealed to make watertight.

NOTES



1.10 Water is ponding on solid surface of deck

ACCEPTABLE PERFORMANCE / CONDITION

Exterior solid surface decks should slope away from the building to a drain or drainage point.

Solid surface decks (including vinyl sheet) provided by the *builder* shall be designed and installed to avoid excessive water ponding. Some incidental ponding after a rain is to be expected on solid surface decks.

Standing water, as a result of rainfall only, is excessive if it exceeds:

- 6mm (1/4") in depth, or
- 3mm (1/8") in depth over an area that exceeds 10.75 square feet (1 square meter) and remains standing in excess of 48 hours after a rainfall has stopped on days of evaporation.

Some retained water at drain edges, seams, transitions or flashing is not uncommon and is not considered a *defect*.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from maintenance not conducted by the *homeowner* in keeping with regular *homeowner* maintenance or from additions, deletions or alterations made by the owner is not covered under warranty.

ACTION

Solid surface decks that do not meet the acceptable performance / condition shall be repaired.

REMARKS

Edge flashing and seams will accumulate minor ponding along their length, and this is acceptable.

Check all drains and scuppers for blockages, especially in the winter.

Ensure all drains and scuppers are sealed to the deck membrane.

NOTES



1.11 Exterior deck is leaking

ACCEPTABLE PERFORMANCE / CONDITION

Exterior decks intended to be waterproof, and the associated flashing shall be installed in accordance with the *Building Code* and shall not leak.

WARRANTY

12 Months - Workmanship and Material for decks leaking where the water penetration is not into the building envelope

2 or 5 years for the portion of the deck causing unintended water penetration into the *new home*

IMPORTANT

The owner must take steps to prevent damage to their property and should immediately report water penetration to their warranty provider and builder.

Damage resulting from maintenance not conducted in keeping with maintenance documentation provided to the owner by the warranty provider or builder is not covered under warranty.

ACTION

Sealed decks not meeting the Acceptable Performance/Condition shall be repaired.

Where repairs are made, an exact match of colour, finish, grain, sheen or texture may not be possible.

Seasonal conditions may delay the timing of *repairs*.

REMARKS

Check all drains and scuppers for blockages, especially in winter. Ensure all drains and scuppers are sealed to the deck membrane.

NOTES



1.12 Water ponding at or near the foundation or at a utility trench

ACCEPTABLE PERFORMANCE / CONDITION

Grading adjacent to and around the perimeter of the *new home* is required to comply with the *Building Code*.

Directly around the *new home*, the site shall be graded so that water does not accumulate at or near the foundation after settlement.

WARRANTY

12 Months - Workmanship and Material

Subsidence of the land not adjacent to the *new home* or along utility lines, alterations by the owner, such as *landscaping* or maintenance not conducted in keeping with maintenance documentation provided to the owner by the *warranty* provider or *builder*, is not covered under *warranty*.

ACTION

Site grading not meeting the Acceptable Performance / Condition shall be repaired.

REMARKS

Ponding may occur because grading may not always be finished at occupancy. Generally, municipalities control the grading patterns of building sites and *builders* must comply with approved grading plans for the installation of swales and slopes. Disturbed soil will *naturally* consolidate and cannot practically be prevented from settling, i.e., settlement of *walkways* and *driveways* is not covered by *warranty*. However, sufficient soil must be placed around the building to ensure acceptable drainage is maintained during the first year after occupancy.

After the first year, the *homeowner* is responsible for *Surface Water Management* to ensure water does not affect the home or the neighbouring property. *Landscaping* elements installed by the *homeowner* should not adversely affect drainage patterns previously established

NOTES



1.13 Water is ponding in surface grading of the site

ACCEPTABLE PERFORMANCE / CONDITION

Ponding other than around the foundation or at a utility trench occurring *after commencement*, as a result of settlement or subsidence is not a *defect*. Maintenance of grading is a *homeowner responsibility*.

WARRANTY

None.

ACTION

None.

REMARKS

The *homeowner* is responsible for *Surface Water Management* to ensure water does not affect the home or the neighbouring property. Any *landscaping* elements installed by the *homeowner* should not adversely affect drainage patterns established by the *builder*.

NOTES



1.14 Window well is missing rocks or drainage

ACCEPTABLE PERFORMANCE / CONDITION

Window wells shall be installed in accordance with the *Building Code*. Window wells shall be installed so that there is a drain located below the bottom of the windowsill and covered by washed rock.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from maintenance not conducted by the *homeowner* in keeping with regular *homeowner* maintenance or from additions, deletions or alterations made by the owner is not covered under warranty.

ACTION

Window wells that do not meet the acceptable performance / condition shall be repaired.

REMARKS

There is no requirement for a minimum depth of washed rock within the window well. Any amount that covers the ground surface within the window well is acceptable.

The window well should be installed deep enough so as to allow for drainage material below the lowest point of the window.

Homeowners are responsible for maintaining grades and installing landscaping to ensure window well heights are maintained. Alterations to the finished grade by the Homeowner which affect window well heights are not a warrantable defect.

NOTES



1.15 Window well not at the correct height

ACCEPTABLE PERFORMANCE/ CONDITION

Window wells shall be installed in accordance with the *Building Code*. Window wells shall be installed so that the top of the window well is above finished grade a minimum of 2 inches (50 mm) and not more than 6 inches (150 mm) at the upper level from the finished grade.

WARRANTY

12 Months - Workmanship and Material

ACTION

Window wells that do not meet the acceptable performance / condition shall be repaired.

REMARKS

The window well should be installed deep enough so as to allow for drainage material below the lowest point of the window.

Homeowners are responsible for maintaining grades and installing landscaping to ensure window well heights are maintained. Alterations to the finished grade by the Homeowner which affect window well heights are not a warrantable defect.

NOTES



1.16 Water accumulation in basement window wells

ACCEPTABLE PERFORMANCE/ CONDITION

Basement window wells shall provide adequate drainage for rainwater in accordance with the *Building Code* and shall be kept clear of debris and snow accumulation as part of regular home maintenance.

WARRANTY

12 Months - Workmanship and Material

2 years for *defects* in the foundation drainage system

 $2\ {\rm to}\ 5\ {\rm years}$ if resulting in unintended water penetration

Damage resulting from improper home maintenance, failure to maintain sump pump operation, exterior grade alterations made by the owner, an *act of nature* or failure of municipal services or other utilities is not covered under *warranty*.

ACTION

Window wells that do not meet the acceptable performance / condition shall be repaired.

REMARKS

Window wells shall be kept clear of debris and snow accumulation to prevent water penetration into basements.

NOTES



1.17 Sod/Seeding not completed

ACCEPTABLE PERFORMANCE / CONDITION

Landscaping including lawns and grass exists outside the terms of the warranty.

Where an element, such as a lawn, is part of the community architectural controls, the issue is with the *developer* and beyond the responsibility of the *builder*.

WARRANTY

None.

ACTION

None.

REMARKS

Issues with trees, shrubs, lawns and landscaping are not Warrantable Defects.



1.18 Lawn, trees, shrubs or plants have died

ACCEPTABLE PERFORMANCE / CONDITION

Landscaping is typically a contractual matter between the builder and the homeowner and exists outside the terms of the warranty.

Where an element, such as a tree, is part of the community architectural controls, the issue is with the *developer* and beyond the responsibility of the *builder*.

WARRANTY

None.

ACTION

None.

REMARKS

Homeowners are responsible for watering and nurturing the trees, shrubs, lawns and plants on their property. *Surface water management* should be an integral part of the landscape plan.

Landscaping should be considered only after all disturbed soil has consolidated or been thoroughly compacted.

Issues with trees, shrubs, lawns and landscaping are not Warrantable Defects.

NOTES



1.19 Landscaping not completed

ACCEPTABLE PERFORMANCE / CONDITION

Landscaping including lawns, trees, shrubs, plants and hardscaping elements such as fences, gates, planters and retaining walls, not affecting the home, are excluded outside of the *warranty* coverage.

WARRANTY

None

ACTION

None

REMARKS

Issues with trees, shrubs, lawns and *landscaping* are not considered to be *new home* construction *defects*.

Where an element, such as a lawn, is part of the community architectural controls, the issue is with the *developer* of the *new home* community and is excluded from *new home warranty* coverage.



1.20 Landscape lighting and electrical

ACCEPTABLE PERFORMANCE / CONDITION

Landscape lighting including conduits, wiring, switches, receptacles, fixtures, retaining wall and *driveway* lighting are considered *landscaping* and is excluded from the *new home warranty* coverage.

WARRANTY

None

ACTION

None

REMARKS

This *guide*line applies to components that are not within or attached to the home. Components within the home, such as switches and wiring, are included in the *new home warranty* coverage (see applicable related standards).



1.21 Landscape plumbing

ACCEPTABLE PERFORMANCE / CONDITION

Landscape plumbing including pumps, piping, fixtures, fittings, fountains, hot tubs and irrigation systems are considered landscaping and excluded from the $new\ home\ warranty$ coverage.

WARRANTY

None

ACTION

None

REMARKS

None



2. Concrete – Foundation / Basement

2.1 Efflorescence is present on concrete or masonry surfaces.

ACCEPTABLE PERFORMANCE / CONDITION

Efflorescence commonly occurs on concrete surfaces.

WARRANTY

None

ACTION

None

REMARKS

Efflorescence is a white deposit on the surface of masonry caused by a combination of soluble salts, moisture, and hydrostatic pressure and can present itself in localized areas.

Efflorescence is an indication that moisture is moving through the material to the surface, which is a *normal* condition.

Efflorescence is usually harmless and can be removed with a stiff brush and water. Efflorescence should not be confused with sulphate attack.

NOTES



2.2 Interior concrete surfaces are powdery

ACCEPTABLE PERFORMANCE / CONDITION

Concrete surfaces shall be sufficiently hardened in order to prevent powdering such that the original cannot be readily scratched away to a depth of 1/16 inch (1.5 mm). Minor dusting of the concrete surface may occur. However, the condition is considered excessive where the aggregate becomes exposed.

WARRANTY

12 Months - Workmanship and Material

ACTION

Concrete surfaces not meeting the acceptable performance / condition shall be repaired.

REMARKS

Surface deterioration due to *homeowner* applied substances or *improper maintenance* is not a *defect*. Powdering may be due to cement carbonization from gas-fired space heaters. Space heaters should be indirect-fired furnace-type heat exchangers which produce clean hot air with no exhaust fumes. If a local *repair* is involved, the colour and texture of a *repaired* concrete area may not match the surrounding, original concrete.

Do not leave taps or hoses running at foundations.

NOTES



2.3 Exposed concrete foundation wall has holes, scaling or spalling in the surface

ACCEPTABLE PERFORMANCE / CONDITION

Minor surface imperfections and voids in concrete are *normal*. However, the exterior portion of foundation walls exposed to view shall have no holes (including *honeycombing*) that:

- are larger than 50 mm (2") in diameter
- are 30 mm (11/8") deep
- expose reinforcing, or
- result in water leakage.

WARRANTY

12 Months - Workmanship and Material

2 to 5 years for unintended water penetration

ACTION

Walls with holes exceeding the acceptable performance / condition shall be repaired.

REMARKS

The colour and texture of a repaired area may not match the surrounding concrete.

NOTES



2.4 Foundation wall leaks

ACCEPTABLE PERFORMANCE / CONDITION

Foundation walls shall not allow unintended water penetration.

WARRANTY

12 Months - Workmanship and Material

2 years for *defects* in the foundation drainage system

2 to 5 years if resulting in unintended water penetration

Water leakage resulting from *improper maintenance*, exterior grade alterations made by the owner, an *act* of nature or failure of municipal services or other utilities is not covered under *warranty*.

Consequential damage to personal property, finishes installed by homeowner after commencement or any personal injury resulting from the unintended water penetration is also not covered under warranty.

ACTION

Foundation walls not meeting the Acceptable Performance/Condition shall be *repaired*. Depending on circumstances *repairs* can be undertaken from the interior or exterior.

Repaired concrete may not match the existing colour, finish or texture of the surrounding concrete.

REMARKS

The owner must take immediate steps to prevent damage to their property and report the condition to their *warranty* provider and *builder*.

Leaks may be caused by the failure of the foundation drainage system.

NOTES



2.5 Cast-in-place concrete foundation wall is cracked

ACCEPTABLE PERFORMANCE / CONDITION

It is not uncommon for cast-in-place foundation walls to have minor cracks resulting from *normal* shrinkage or minor settlement; these are acceptable.

However, cracks in excess of 1/4 inch (6 mm) in width are considered excessive. Lateral displacement at a crack exceeding 1/4 inch (6 mm) is considered excessive.

WARRANTY

12 Months - Workmanship and Material

10 years for structural failure

ACTION

Concrete walls exceeding the acceptable performance / condition shall be repaired.

Depending on the situation, cracks may be *repaired* from the interior or exterior. The colour and texture of a *repaired* area may not match the surrounding concrete, and this is acceptable.

REMARKS

Concrete walls *naturally* crack during curing due to shrinkage. If water penetration is not an issue, a *cosmetic repair* for cracks exceeding the acceptable performance / condition is acceptable.

Where lateral or vertical movement is evident, further investigation may be required.

NOTES



2.6 Water is leaking in through the basement floor slab

ACCEPTABLE PERFORMANCE / CONDITION

Basement floor slabs shall not allow water penetration.

Occasional dampness due to condensation is not abnormal and not considered a defect.

Basement floor slabs shall not allow unintended water penetration through cracks in the slab or openings around the perimeter or other penetrations unless designed as such.

The owner must take immediate steps to prevent damage to their property and report the condition to their *warranty* provider and *builder*.

WARRANTY

12 Months - Workmanship and Material

2 years for *defects* in the foundation drainage system

2 to 5 years if resulting in unintended water penetration

Water leakage resulting from *improper maintenance*, failure to maintain sump pump operation, exterior grade alterations made by the *homeowner*, an *act of nature* or failure of municipal services or other utilities is excluded from the *warranty*. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the *warranty*.

Finishes installed by the homeowner are excluded from warranty.

ACTION

Defects resulting in water penetration through the basement floor slab shall be *repaired*. A subsurface investigation may be required.

REMARKS

Actual water penetration through the basement floor is warranted but dampness or condensation is not considered a warranted condition.

Leaks may be caused by the failure of the foundation drainage system. If a sump pump is installed, failure to maintain the system by the *homeowner* may void *warranty* coverage.

NOTES



2.7 Concrete basement floor is cracked

ACCEPTABLE PERFORMANCE / CONDITION

It is not uncommon for cast-in-place concrete floors to have minor cracks resulting from *normal* shrinkage or minor settlement; these are acceptable.

Cracks greater than 1/4 inch (6 mm) in width or laterally displaced more than 1/4 inch (6 mm) across the crack are considered excessive.

Crawl space is excluded from this standard

WARRANTY

12 Months - Workmanship and Material

ACTION

Cracks in excess of the acceptable performance / condition shall be *repaired*. Depending on the extent of the *defect*, filler or grout is an acceptable *repair*.

Where *repairs* are necessary, colour and/or texture of the *repair* may not match the surrounding concrete which is acceptable. Caulking material is considered an acceptable *repair*.

REMARKS

Concrete floors *naturally* dehydrate during the curing process which often results in surface cracks. Actual crack widths shall be determined by measuring inside the crack at its widest point, exclusive of chipped area.

Contraction along the perimeter of a concrete floor is a normal occurrence and not considered a crack.

NOTES



2.8 Exposed interior concrete floor slabs are uneven

ACCEPTABLE PERFORMANCE / CONDITION

Exposed interior concrete floors shall not have bumps, ridges or depressions exceeding ½ inches (12 mm) within 10 feet (3 m) from a *specified plane*.

Crawl spaces are excluded from this *Guide* entry.

WARRANTY

One year for defects in materials, labour and design (15 months for common property)

ACTION

Floor slabs not meeting the acceptable performance/condition *guide*line shall be *repaired*.

Where repairs are required, exact matches of colour, finish and/or texture may not be possible.

REMARKS

Concrete floors sloped to provide drainage are not considered to be a *new home* construction *defect*. Crawl space skim coats are excluded from this *guide*line.

NOTES



2.9 The plane of the concrete basement floor has settled or heaved

ACCEPTABLE PERFORMANCE / CONDITION

Minor settlement or heaving of concrete floors is not uncommon and is acceptable.

Heaving or subsiding of the concrete floor slab greater than 1 inch over 10 feet (25 mm in 3.078 meters) from its original position (within 1 year of *possession*) is excessive.

WARRANTY

12 Months - Workmanship and Material

ACTION

Large areas of the floor that have risen or subsided within one year of the *date of possession* shall be *repaired*.

REMARKS

Repairs may include grinding or applying a topping. The colour and texture of a *repaired* area may not match the surrounding concrete which is acceptable.

Areas of the basement floors sloped to direct water to a floor drain are acceptable.

Changes in moisture content of the soil may contribute to movement of the basement floor. This may be a result of inadequate *surface water management*.

NOTES



2.10 Basement wall or floor condensation/frost

ACCEPTABLE PERFORMANCE / CONDITION

If excessive condensation or frost on the foundation wall results from a *defect* in design, materials or labour, then action to correct the *defect* is required.

Dampness on wall or floor surfaces caused by capillary transport or condensation of water vapour or melting frost may occur.

Occasional or seasonal dampness on foundation walls or concrete floor surfaces is not considered abnormal. The management of interior *humidity* is required to control condensation, and it is the owner's responsibility to maintain appropriate moisture levels in order to prevent damage.

WARRANTY

12 Months - Workmanship and Material

ACTION

Basement wall or floor condensation/excessive frost on foundation wall not meeting the Acceptable Performance / Condition shall be *repaired*. Construction *defects* that cause condensation shall be *repaired*.

REMARKS

Basements are the coolest part of a *home* and the relative *humidity* along a concrete surface will also be *naturally* higher. Condensation is a natural occurrence when interior air, laden with sufficient *humidity*, comes in contact with a surface that is sufficiently cold.

During the first year of a *new home*, concrete surfaces do expel water that was required during the cement curing process; this is *normal*.

Homeowners should be aware of the amount of moisture that can be generated by basement laundry. Storage of items directly on the basement floor should be avoided as the basement floor is drying during the first year.

Dampness can be reduced by using a dehumidifier or by increasing the amount of mechanical ventilation to the area. Control of interior *humidity* and understanding how to use your ventilation appliance (HRV or principal ventilation fan) to reduce condensation in your home is the responsibility of the *homeowner*. Review all HVAC maintenance manuals to understand how to use these appliances as the seasons change.

NOTES



2.11 Condensation forms in crawl space

ACCEPTABLE PERFORMANCE/CONDITION

Crawl spaces shall be conditioned or ventilated in accordance with the Building Code.

WARRANTY

12 Months - Workmanship and Material

Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is not included under *warranty*.

Additions, deletions or alterations by the homeowner are not covered under the warranty.

ACTION

Crawlspaces not meeting the acceptable performance / condition shall be repaired.

REMARKS

Occasional condensation in itself is not considered abnormal. Excessive condensation should not accumulate on crawl space interior surfaces for extended periods. Typical temporary conditions that may contribute to condensation are:

- Cool air may enter an unheated crawl space and cool the interior surfaces of the space. When
 outdoor temperatures rise, moisture laden warm air may be carried into the crawl space and
 condense on the cool surfaces.
- At night in heated crawl spaces, outside air may rapidly cool foundation walls and cool the interior surface on which moisture can condense.
- If the house is left unheated, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space may condense.
- Stored materials may obstruct ventilation airflow.

Ventilation requires careful management by the homeowner to maintain acceptable moisture levels.

NOTES



2.12 Exterior membrane or foundation wrap is exposed

ACCEPTABLE PERFORMANCE/CONDITION

Where the exterior membrane is forming part of the cladding system, it shall be suitably protected from ultraviolet exposure. This standard does not apply to membranes with ultraviolet protective coatings.

WARRANTY

12 Months - Workmanship and Material

ACTION

Exterior membrane or foundation wrap not meeting the Acceptable Performance/Condition shall be *repaired*.

Where *repairs* are made, an exact match of colour, finish, grain, sheen or texture may not be possible. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Homeowners should check for soil settlement around the foundation and fill depressions as required.

NOTES



2.13 Interior concrete surface if flaking off – "scaling or spalling"

ACCEPTABLE PERFORMANCE / CONDITION

Exposed interior concrete surfaces should not deteriorate to the extent that the aggregate is exposed under *normal* use conditions.

WARRANTY

12 Months - Workmanship and Material

ACTION

Interior concrete surfaces not meeting the Acceptable Performance/Condition shall be *repaired*. The colour, finish or texture of a *repaired* area may not match the surrounding concrete.

REMARKS

None.

NOTES



2.14 No Reinforcing in Basement Concrete Slab

ACCEPTABLE PERFORMANCE / CONDITION

Unless the slab is specifically intended and designed to be a structural slab, reinforcing or mesh is not required.

WARRANTY

12 Months - Workmanship and Material

ACTION

Where a structural slab is not reinforced as required by the design, *repairs* shall be made; otherwise, no action is required.

REMARKS

Concrete slabs in basements shall conform to the *Building Code*. Reinforcing of concrete slabs is not usually necessary unless unusual design or construction conditions are encountered.



2.15 Sump pump for perimeter drainage has failed

ACCEPTABLE PERFORMANCE / CONDITION

The sump pump and piping shall perform as intended.

The pump and controls are considered plumbing and electrical fixtures.

WARRANTY

12 Months - Workmanship and Material Workmanship and Material (fixtures)

2 years for Delivery & Distribution (electrical wiring, foundation drainage pipes)

ACTION

Sump systems not meeting Acceptable Performance/Condition shall be repaired.

REMARKS

Sumps, pumps and perimeter drainage need inspection, regular maintenance and cleaning. Most pump failures are caused by failure to maintain.

Access pipes or cleanouts may be installed to allow the perimeter drain tile to be inspected and cleaned. The location of these cleanouts should be identified for future reference. Clean sediment from sumps and catch basins at least yearly. If sump pump is used, ensure the motor and electrical supply is operational every spring.

NOTES



GARAGES

2.16 Concrete garage floor has heaved or settled

ACCEPTABLE PERFORMANCE / CONDITION

Non-Structural Cast in place concrete garage floors shall not heave or settle to produce a negative slope inward from the overhead door. Heaving or subsiding of the concrete floor slab greater than 1 inch over 10 feet (25 mm in 3.078 meters) within 1 year of *possession* is excessive.

WARRANTY

12 Months - Workmanship and Material

ACTION

The concrete floor slab shall be *repaired* to drain water away from the *home*.

Repaired areas may involve modifications to either the garage floor or sub-grade and may be different in colour which is acceptable.

REMARKS

Consideration should be given to the amount of frost in the ground when making a determination.

Garage floors designed with a floor drain can slope inwards.

NOTES



2.17 Garage concrete floor is cracked

ACCEPTABLE PERFORMANCE / CONDITION

Cracks resulting from *normal* shrinkage is acceptable. Cracks that exceed 1/4 inch (6mm) are considered excessive. Vertical displacement at a crack exceeding 1/4 inch (6 mm) is considered excessive.

WARRANTY

12 Months - Workmanship and Material - Material and Workmanship

Detached garages other than those included as common property in multi-family buildings, are not covered under *warranty*.

ACTION

Cracks or displacement not meeting the acceptable performance / condition shall be repaired.

Were *repairs* are necessary, colour and/or texture of the *repair* may not match the surrounding concrete which is acceptable. Caulking or grout material is considered an acceptable *repair*.

REMARKS

Concrete floors *naturally* dehydrate during the curing process often resulting in surface cracks. Actual crack widths shall be determined by measuring inside the crack at its widest point, exclusive of the chipped area.

Contraction along the perimeter of a concrete floor is a normal occurrence and not considered a warrantable defect.

Cracks occurring at control joints and materials such as 'zip strips' used for crack control are acceptable.

NOTES



2.18 Water is accumulating on the garage floor

ACCEPTABLE PERFORMANCE / CONDITION

Garage floors should be sloped to drain to the exterior unless an interior drainage system is provided. Minor variations in the surface of the floor that may impede immediate drainage are acceptable. Depressions exceeding 1/2" (12mm) within 10 feet (3 m) are unacceptable. Minor ponding of water is considered to be acceptable.

WARRANTY

12 Months - Workmanship and Material

ACTION

The concrete floor slab not meeting the Acceptable Performance / Condition shall be *repaired*. Topping materials may be of a different colour and texture than the original surface *finish* and are acceptable.

REMARKS

Closed overhead doors, stored materials and debris on the floor may impede drainage to the exterior and such causes are not covered under *warranty*. Winter conditions may also impede drainage and the *homeowner* should ensure proper maintenance by removing any slush or snow that falls from vehicles.

Providing drain holes in the area of ponding, which directs water underneath the slab may cause sensitive soils to expand or *contract* creating additional problems and is not recommended.

NOTES



2.19 No reinforcing in garage slab

ACCEPTABLE PERFORMANCE / CONDITION

Unless the slab is specifically intended and designed to be a structural slab, reinforcing or mesh is not required. Some cracking of a concrete slab is common and often due to *normal* shrinkage or settlement.

Voids under concrete flatwork are acceptable.

WARRANTY

12 Months - Workmanship and Material

10 years for *structural defect*

Detached garages, other than those included as common property under the Condominium Bylaws, are not covered under *warranty*.

ACTION

Where a structural slab is not reinforced as required by the design, *repairs* shall be made, otherwise no action is required.

Where *repairs* are required, colour, finish or texture may not have an exact match. Seasonal conditions may delay the timing of *repairs*.

REMARKS

None.

NOTES



EXTERIOR CONCRETE

2.20 Exterior concrete surface is deteriorating

ACCEPTABLE PERFORMANCE / CONDITION

Spalling, chipping, powdering or scaling of an area in excess of 43 sq feet (4 sq meters) or 15% of the entire concrete surface area is not acceptable.

Includes all poured and precast slabs or stairs. Detached patios or parking pads are not covered under *warranty*.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from maintenance not conducted by the *homeowner* in keeping with regular *homeowner* maintenance, additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Concrete surfaces not meeting the Acceptable Performance / Condition shall be repaired.

Sandblasting of the surface or replacement of the affected panel is considered an acceptable repair.

REMARKS

Concrete spalling is an attack upon the surface paste caused by bond failure, impacts, fire or weathering. Homeowner applied salts and de-icers applied to concrete surfaces (either intentionally for ice melting or unintentionally from road slush) can stress concrete surfaces in a similar manner. Damage from such sources is not considered to be a *new home* construction *defect*. Cleaning concrete of road salts and application of appropriate concrete sealer is part of *homeowner maintenance*.

Concrete pitting is typically more focused than spalling and is caused by expansive forces from inherent deleterious material such as ironstone, coal and other organic matter within the concrete. Spalling tends to be more localized whereas pitting can occur over the general area. Consideration must be given to the prevailing performance of concrete that represents the industry standard for concrete within that geographic area.

Cleaning concrete of road salts and application of appropriate concrete sealer is part of *homeowner* maintenance.

NOTES



2.21 Crazing of concrete surfaces

ACCEPTABLE PERFORMANCE / CONDITION

Concrete flatwork often displays random cracks or fissures. Usually, they are not *readily apparent* until the surface has been wet, and it is beginning to dry out.

Crazing cracks do not affect the structural integrity of concrete and they rarely affect durability or wear resistance.

WARRANTY

None - This is an aesthetic condition due to *normal* shrinkage and is not considered to be a *defect*.

ACTION

None

REMARKS

Concrete *crazing* is the development of a network of random cracks or fissures on the surface of concrete or mortar caused by shrinkage of the surface layer. Often, they are not *readily visible* until the surface has been wet and is beginning to dry out.

NOTES



2.22 Exterior flatwork such as a concrete driveway, parking pad, walkway or patio is cracked

ACCEPTABLE PERFORMANCE / CONDITION

Cracks, other than at control joints in excess of 1/4 inch (6 mm), excluding chips, in vertical or horizontal displacement are considered excessive.

Cracks may develop in *walkways* or front entry landing/stairs due to environmental conditions, soil settlement, de-icing chemicals, or shrinkage of the concrete, and are not warranted in those situations. Heavy loads from large vehicles can damage surfaces.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal* shrinkage of materials caused by drying after construction, *improper* maintenance, additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Cracks not meeting the acceptable performance / condition shall be repaired.

Repairs may include lifting, patching or applying a topping. The colour and texture of a *repaired* area may not match the surrounding concrete; this is acceptable

REMARKS

Delivery trucks and large vehicles can exert excessive loading and damaging forces on concrete *driveways*. Delivery vehicles should not be permitted on residential *driveways*.

Roads, curbs, lanes and detached patios are not covered under warranty.

NOTES



2.23 Cracks or loose gravel in asphalt driveways / walkways

ACCEPTABLE PERFORMANCE / CONDITION

Loose gravel or cracking in excess of 4 sq m or 15% of the total paved area is unacceptable. Cracks exceeding 3/8 inch (10 mm) in width or displacement are not acceptable.

Cracking along edges that do not have a retainer is not considered to be a *defect*. Without a retainer, the asphalt edges will crack and become loose.

Cracks may develop in *driveways*, *walkways* or front entry landing/stairs due to *normal* shrinkage of the asphalt, soil settlement/erosion or heavy loads from large vehicles and are not warranted in those situations.

WARRANTY

12 Months - Workmanship and Material

ACTION

Cracks or loose gravel not meeting the acceptable performance / condition shall be repaired.

The colour and texture of a repaired area may not match the surrounding concrete; this is acceptable

REMARKS

Consideration should be given to the amount of frost in the ground when making a determination.

Delivery trucks and large vehicles can exert excessive loading and damaging forces on concrete driveways. Delivery vehicles should not be permitted on residential driveways.

NOTES



2.24 Exterior concrete driveway or walkway has heaved

ACCEPTABLE PERFORMANCE / CONDITION

None. Ground heaving is beyond the control of the home builder.

WARRANTY

This is not a *defect*.

ACTION

None.

REMARKS

Different types of soil may expand when saturated or frozen. *Surface water management* is the responsibility of the *homeowner*. Water should not be directed beneath a *driveway* slab or *walkway*.

NOTES



2.25 Exterior stairs (landings) forming part of a walkway have settled

ACCEPTABLE PERFORMANCE / CONDITION

Exterior stairs and landings supported by a foundation shall not heave, settle or separate from the foundation more than 1 inch (25 mm). Stairs and landings not requiring a foundation are not restricted from movement.

Small stair assemblies not attached to the building and not attached to a supporting foundation are often affected by the settlement of supporting backfill. This condition is not a *warrantable defect*.

WARRANTY

12 Months - Workmanship and Material

ACTION

Stairs and landings not meeting the acceptable performance / condition shall be repaired.

REMARKS

Consideration shall be given to the original construction.

NOTES



2.26 Water is ponding on concrete stairs, landings or walkways

ACCEPTABLE PERFORMANCE / CONDITION

While minor ponding is acceptable, concrete *walkways* should be sloped to prevent excessive ponding. Concrete *walkways* and landings/stairs shall be designed and installed so that rain and snowmelt do not accumulate on these surfaces. Ponding water greater than 1/4 inch (6 mm) in depth should not remain for more than 48 hours after the rainfall has stopped and conditions of evaporation exist.

The standing water must be a result of natural conditions such as rainfall.

WARRANTY

12 Months - Workmanship and Material

ACTION

The stair or landing not meeting the acceptable performance / condition shall be repaired.

REMARKS

As part of surface water management, water should not be directed beneath a walkway.

NOTES



2.27 Water is ponding on concrete driveway

ACCEPTABLE PERFORMANCE / CONDITION

Concrete driveways shall be designed and installed so that rain and snowmelt does not accumulate on these surfaces. Ponding water greater than 12.5 mm (1/2") in depth should not remain for more than 48 hours after rainfall has stopped and conditions of evaporation exist.

Some settlement and retained water at drain edges, seams, transitions or flashing is not uncommon and is not considered to be a *defect*.

Some materials and surface finishes are not *smooth* and may retain water and are not considered to be a *defect*.

WARRANTY

12 Months - Workmanship and Material

ACTION

Concrete *driveways* and *walkways* not meeting the Acceptable Performance/Condition shall be *repaired*. Where *repairs* are made, an exact match of colour, finish, grain, sheen or texture may not be possible.

REMARKS

As part of surface water management, water should not be directed beneath a driveway.

NOTES



2.28 A void exists under a driveway or walkway

ACCEPTABLE PERFORMANCE / CONDITION

Voids under concrete flatwork are acceptable.

WARRANTY

None.

ACTION

None.

REMARKS

Voids under *driveways* or sidewalks are common. Reinforced concrete has the ability to span voids to a certain degree. Voids become a concern when they result in the slab settling.

Water movement, from downspouts, flowing along a house can find its way under a garage slab or sidewalk causing voids under the sidewalk or a *driveway*. Over time the size of the void can exceed the concrete's ability to span the void. Surface water must be directed away from the edge of the *driveway* or sidewalk. *Homeowners* are responsible for *mitigation of damages* due to water movement created by improper *surface water management*.

NOTES



2.29 Concrete flatwork has subsided

ACCEPTABLE PERFORMANCE / CONDITION

Concrete flatwork shall not subside in excess of 2 inches (50 mm) over 10 feet (3 meters) measured from a *specified plane*. Consideration should be given to the original design grades.

Abutting elevation changes between surfaces (i.e., sidewalks, walkways, garage floor slabs or driveways) in excess of 1 % inches (30 mm) are considered excessive if the elevation change is due to settlement or subsidence.

WARRANTY

12 Months - Workmanship and Material

Alterations by the homeowner such as landscaping or improper maintenance is excluded from warranty.

ACTION

Concrete flatwork that exceeds the acceptable performance / condition shall be repaired.

Repaired areas may be a different colour which is acceptable.

REMARKS

Minor movement of concrete flatwork is expected and acceptable.

Delivery trucks and large vehicles can exert excessive loading and damaging forces on concrete *driveways*. Delivery vehicles should not be permitted on residential *driveways*.

Water movement, from downspouts, flowing along a house can find its way under a *driveway* or sidewalk causing voids. Surface water must be directed away from the edge of the *driveway* or sidewalk. Homeowners are responsible for *mitigation of damages* due to water movement created by improper surface water management.

NOTES



2.30 At *possession* an area with a readily apparent colour variation exists within a large area of concrete flatwork (such as a walkway or driveway)

ACCEPTABLE PERFORMANCE / CONDITION

The composition, placement, finishing or curing of concrete flatwork may result in *readily apparent* shaded or coloured patches within a larger area of concrete such as a *walkway* or *driveway*. This is not a *defect*.

WARRANTY

None.

ACTION

None.

REMARKS

Staining caused by iron stone or coal inclusions in the aggregate used in the concrete may occur.

Discoloration may be caused by materials spilled on the concrete.

Sections or panels of concrete may exhibit dye lot or aggregate colour variations if poured at different times. An area of discolouration does not usually impair the performance of the concrete.

NOTES



2.31 Driveway drainage grate

ACCEPTABLE PERFORMANCE / CONDITION

Driveway drainage grates shall remain intact and not dislodge under the intended loading conditions.

WARRANTY

12 Months - Workmanship and Material

ACTION

Driveway drainage grates not meeting the Acceptable Performance/Condition shall be repaired.

REMARKS

Remove debris and clean *driveway* drainage grate and collection areas as needed or at least twice a year.

NOTES



2.32 Pooling water at edge of concrete flatwork or landscaping

ACCEPTABLE PERFORMANCE / CONDITION

Differences between the elevation of the concrete and abutting *landscaping* resulting in pooling water is common and is not a *defect*.

WARRANTY

None.

ACTION

None.

REMARKS

Water directed away from the concrete surface but retained by the edge of the *landscaping* is acceptable.



3. Masonry and Manufactured Stone (Interior and Exterior)

3.1 Efflorescence is present on masonry surfaces

ACCEPTABLE PERFORMANCE / CONDITION

Efflorescence commonly occurs on masonry surfaces.

Minor amounts of efflorescence may exist on masonry surfaces at completion of the building and should be removed as part of the *normal* construction process.

Continued wetting under *normal* weather conditions can result in efflorescence.

Excessive amounts of efflorescence that recurs after construction related efflorescence has been removed may require investigation to determine the cause.

WARRANTY

None.

ACTION

None.

REMARKS

Efflorescence is a white deposit on the surface of masonry caused by a combination of soluble salts, moisture, and hydrostatic pressure and can present itself in localized areas.

Efflorescence is an indication that moisture is moving through the material to the surface, which is a *normal* condition.

Efflorescence is usually harmless and can be removed with a stiff brush and water. Efflorescence should not be confused with sulphate attack.

NOTES



3.2 Masonry is deteriorating

ACCEPTABLE PERFORMANCE / CONDITION

Masonry shall be manufactured and installed to prevent premature deterioration, including flaking, disintegration, crumbling, detachment, or displacement.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

2 to 5 years if resulting in unintended water penetration

ACTION

Masonry not meeting the acceptable performance/conditions guideline shall be repaired.

The colour/texture of *repaired* areas shall match the existing masonry colour/texture as closely as possible when dry. Variation in colour may be noticeable when wet. Professional brick tinting methods are acceptable to adjust colour.

REMARKS

While deterioration resulting from *normal wear and tear* is common and excluded from the *warranty*, excessive or extensive deterioration within two years is unacceptable. It is acceptable for greater surface variations, deterioration or wear to be found in re-used heritage brick

Homeowners should refrain from spraying water on any *exterior cladding*. Brickwork can be compromised by repeated wetting and drying cycles from lawn watering overspray. Such damages may be excluded from the *warranty*. Durability is dependent on the type of masonry and the conditions that the masonry is exposed to (e.g., salt, soil).

NOTES



3.3 Above grade masonry wall (including Mortar) is cracked

ACCEPTABLE PERFORMANCE / CONDITION

Masonry joints should not contain loose or missing mortar. Cracks in excess of 3 mm (1/8") in width are not acceptable.

Minor cracking of masonry walls is not uncommon. Shrinkage during curing of the masonry is natural. Outdoor temperature fluctuations cause masonry cladding to expand and *contract*. The resulting thermal stress can also cause minor cracking; this is considered *normal wear and tear*.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear, improper maintenance* or additions, alterations and deletions made by the *homeowner* is not covered by the *warranty*.

ACTION

Cracks in excess of the Acceptable Performance/Condition shall be repaired.

Where repairs are required, colour, finish or texture may not have an exact match; this is acceptable

REMARKS

Inspect masonry at least annually for spalling or deterioration. Ensure all weep holes are clear.

NOTES



3.4 Bricks are Chipped

ACCEPTABLE PERFORMANCE / CONDITION

Brick veneer shall be installed in accordance with the *Building Code*. Chips in bricks shall not be visible from a distance of 20 feet (6m) under *normal lighting conditions*.

There are certain brick types that are designed to be tumbled or chipped in appearance and these would not be covered.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear, improper maintenance* or additions, alterations and deletions made by the *homeowner* is not covered by the *warranty*.

ACTION

Brick veneer not meeting the acceptable performance / condition shall be repaired.

Where repairs are required, colour, finish or texture may not have an exact match; this is acceptable

REMARKS

There are certain brick types that are designed to be tumbled or chipped in appearance. Professional brick tinting methods are acceptable to *repair* the appearance of chipped bricks.

NOTES



3.5 Horizontal masonry joint alignment is not *uniform*

ACCEPTABLE PERFORMANCE / CONDITION

Unless otherwise designed to be out of alignment, horizontal masonry joint work shall appear *uniform* when viewed from a *normal* viewing distance of 20 feet (6 m). Where the horizontal (bed) joint is out of alignment, the variance shall not be more than 1/2-inch (12 mm) over a 20-foot (6 m) section.

This condition does not apply to randomly sized masonry products.

WARRANTY

12 Months - Workmanship and Material

ACTION

Masonry with joints not meeting the Acceptable Performance/Condition shall be repaired.

Where repairs are required, colour, finish or texture may not have an exact match; this is acceptable

REMARKS

Variations in the courses, joints or layers in brick can be affected by the masonry selected and the bond pattern.

NOTES



3.6 Cut bricks are of different thicknesses in relation to one another

ACCEPTABLE PERFORMANCE / CONDITION

Cut bricks used in the same course (row) shall appear *uniform* when viewed from a *normal* viewing distance of 20 feet (6 m). The variance in thickness between two immediately adjacent bricks shall not exceed 1/4 inch (6 mm).

WARRANTY

12 Months - Workmanship and Material

ACTION

Bricks not meeting the acceptable performance / condition shall be repaired.

The *cosmetics* of the *repair* should be carefully considered. The new brick and mortar may not match the existing facade exactly. Colour variances in bricks and mortar are inherent to this type of *repair* and are acceptable.

REMARKS

Brick courses above and below a horizontal feature (i.e., window or tiered foundation) may require horizontal trimming to maintain horizontal course alignment of the overall wall.

NOTES



3.7 Bricks or manufactured stones are Different Colours

ACCEPTABLE PERFORMANCE / CONDITION

Brickwork may contain bricks from different dye lots, provided they are dispersed throughout the wall to produce a generally *uniform* appearance when viewed from 20 feet (6 m) under *normal lighting* conditions.

WARRANTY

12 Months - Workmanship and Material

ACTION

Where a generally *uniform* appearance is not achieved the wall shall be *repaired*.

The *cosmetics* of the *repair* should be carefully considered. The new brick and mortar may not match the existing facade exactly. Colour variances in bricks and mortar are inherent to this type of *repair* and are acceptable.

REMARKS

Uniform appearance includes colour and texture. Professional brick tinting methods are acceptable to adjust colour.

NOTES



3.8 Mortar Splatters and Stains on Exterior Masonry

ACCEPTABLE PERFORMANCE / CONDITION

Exterior masonry shall not have mortar splatters and stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet (6 m) under natural lighting conditions when dry.

WARRANTY

12 Months - Workmanship and Material

ACTION

Masonry not meeting the acceptable performance /condition shall be repaired.

REMARKS

Care must be used in cleaning masonry. Although pressure washing and chemical cleaners are the *normal* way of cleaning masonry, they must be used properly and in accordance with brick manufacturer's specifications.

NOTES



3.9 Stone joint alignment is not *uniform*

ACCEPTABLE PERFORMANCE / CONDITION

Courses shall appear generally consistent in dimensional stone when viewed from a *normal viewing* position of 20 feet (6 m).

WARRANTY

12 Months - Workmanship and Material

ACTION

Manufactured stone with joints not meeting the Acceptable Performance/Condition shall be repaired.

Where repairs are required, colour, finish or texture may not have an exact match; this is acceptable

REMARKS

Dimensional variations of the courses (rows) are affected by the variations in stone selected and the pattern.

NOTES



3.10 Mortar (grout) joint between stones is an uneven width

ACCEPTABLE PERFORMANCE / CONDITION

Unless otherwise designed, grout/mortar joints shall appear generally *uniform* in width when viewed from a *normal viewing position* of 20 feet (6 m).

WARRANTY

12 Months - Workmanship and Material

ACTION

Grout/mortar installations not meeting the Acceptable Performance/Condition shall be repaired.

Where repairs are required, colour, finish or texture may not have an exact match; this is acceptable

REMARKS

The width of a grout/mortar joint may vary where the stone finish intersects another finish or where it terminates against a roof overhang or a ledge. The shape of the stones and their arrangement on the wall as well as the number of corners and intersecting walls also affect the installer's ability to maintain a level of *uniformity* in the mortar joint. These conditions are consistent with *normal* industry standards.

NOTES



3.11 Exterior stone cladding is falling off the wall

ACCEPTABLE PERFORMANCE / CONDITION

Exterior stone cladding should be installed such that units do not become detached from the *substrate*.

Stones that become separated due to reasons other than workmanship or material deficiencies are not covered under *warranty*.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

2 to 5 years if resulting in unintended water penetration

ACTION

Stone cladding not meeting the Acceptable Performance/Condition shall be repaired.

Where *repairs* are made, an exact match of colour, finish, grain, sheen or texture may not be possible. Some variation in the colour of stone and grout should be expected. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Landscaping and irrigation installed by *homeowners* directly affecting the stonework may void the *warranty*.

Stones that separate from the *substrate* due to impact are not warrantable

NOTES



3.12 Face of a manufactured stone is cracked

ACCEPTABLE PERFORMANCE / CONDITION

Cracks in excess of 1/16 inch (1.5 mm) in width are considered excessive.

Hairline cracks are common in manufactured stone containing cement due to water lost when the natural material cures and sets, and they are acceptable.

"Distressed" or specifically finished stone may have features resembling dents or chips and are not defects.

WARRANTY

12 Months - Workmanship and Material

Normal shrinkage of materials due to drying after construction is not covered under warranty.

Damage resulting from maintenance not conducted by the owner in keeping with regular *homeowner* maintenance or from additions, deletions or alterations made by the owner is not covered under warranty.

ACTION

Stones not meeting the Acceptable Performance/Condition shall be repaired.

Where *repairs* are made, an exact match of colour, finish, sheen or texture may not be possible. Some variation in the colour of stone and grout should be expected.

Seasonal conditions may delay the timing of repairs.

REMARKS

Sprinkler systems may damage manufactured stone due to excessive wetting and drying cycles. Sprinkler heads should be directed away from manufactured stone.

NOTES



3.13 A mortar/grout joint between manufactured stones is cracked.

ACCEPTABLE PERFORMANCE / CONDITION

Joints should not contain loose or missing mortar. Crack widths in excess of 1/16 inch (1.5 mm) are considered excessive.

WARRANTY

12 Months - Workmanship and Material

Minor cracks resulting from *normal* shrinkage of the mortar caused by drying after construction or thermal expansion and *contract*ion are acceptable. Cracks due to impact are not a *warrantable defect*.

ACTION

Mortar joints in excess of the acceptable performance / condition shall be repaired.

Repaired joints shall be of the same pattern and similar in colour to the original. Some variation in the colour should be expected and is acceptable.

REMARKS

As mortar/grout dries it loses water. This results in the mortar shrinking causing it to pull away from the edge of the stones or to exhibit hairline cracks. Regular outdoor temperature fluctuations cause manufactured stones to expand and *contract*. The resulting stress on the mortar can also cause cracking. This is considered to be *normal* behaviour in any mortar/grout containing cement.

NOTES



3.14 Detached bricks

ACCEPTABLE PERFORMANCE / CONDITION

Exterior brick cladding should be installed such that units do not become detached from the *substrate*.

Bricks that become separated due to reasons other than workmanship or material deficiencies are not covered under *warranty*.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

2 to 5 years if resulting in unintended water penetration

Bricks that separate from the *substrate* due to impact are not warrantable

ACTION

Brick cladding not meeting the Acceptable Performance/Condition shall be repaired.

Where *repairs* are made, an exact match of colour, finish, grain, sheen or texture may not be possible. Some variation in the colour of Brick and mortar should be expected.

Seasonal conditions may delay the timing of *repairs*.

REMARKS

Landscaping and irrigation installed by *homeowners* directly affecting the brickwork may void the *warranty*.

NOTES



4. Carpentry/Framing

4.1 Floor framing damaged by weather

ACCEPTABLE PERFORMANCE / CONDITION

Joists and subfloor shall be sound and free from *defects* caused by weathering during construction and must provide a suitable base for further framing and for finished flooring.

WARRANTY

12 Months - Workmanship and Material

7 to 10 years for structural defect

ACTION

Joists and subfloors not meeting the Acceptable Performance/Condition shall be repaired.

REMARKS

Materials that can be significantly damaged by weather should be protected during storage and construction. Composite panels such as oriented strand board (OSB) and plywood used for subfloors and webs of manufactured joists required more protection than solid-sawn lumber and can swell or delaminate if saturated over lengthy periods. Discolouration alone does not necessarily indicate a *defect*.

NOTES



4.2 Wood framed floor is out of level

ACCEPTABLE PERFORMANCE / CONDITION

Within a room, floors shall appear level when viewed from a *normal viewing position*. Where a framed floor appears out of level, a maximum tolerance ratio of 1 inch (25 mm) in 10 feet (3 m) applies, when measured between the opposite walls or defined limits of the room or area.

Where a floor is framed with an engineered floor system, minor slope variations caused by any designed camber in the long-spanned joists supporting the floor are not a *defect*.

WARRANTY

12 Months - Workmanship and Material

Minor slope variance caused by *normal* shrinkage of materials, settlement or initial construction is not covered under *warranty*.

ACTION

Wood framed floors not meeting the Acceptable Performance/Condition shall be repaired.

Where repairs are made, an exact match of colour, finish, grain, sheen or texture may not be possible.

REMARKS

Consideration shall be given to the type of flooring installed. Floors are framed taking into account minor sloped variations caused by required camber in the long-spanned joists supporting the floors. This condition is *normal*. In open concept rooms or areas, it is not always possible to measure to an opposite wall in the room or space. In this instance, the measurement should be taken to the edge of the visually defined space.

NOTES



4.3 Squeaks in floor framing

ACCEPTABLE PERFORMANCE / CONDITION

Some squeaking resulting from *normal* shrinkage of materials after construction is *normal*. Floors shall be free from squeaks caused by movement in the floor system connections that are repetitive and *readily* audible under *normal* loading conditions.

Floor squeaks and loose subfloor are often temporary conditions common to new construction, and a squeak-proof floor cannot be guaranteed. Minor squeaks are not covered under *warranty*.

WARRANTY

12 Months - Workmanship and Material

Squeaks resulting from *normal* shrinkage of materials caused by drying after construction are excluded from the *warranty*.

ACTION

Floor squeaks not meeting the acceptable performance / conditions shall be repaired

The *contract* or will refasten any loose subfloor or take other corrective action to eliminate squeaking to the extent possible within reasonable *repair* capability without removing floor and ceiling finishes.

REMARKS

Extended low-humidity indoor environments can cause excessive shrinkage in the wood resulting in loose floor connections. The homeowner must maintain indoor humidity levels to prevent excessive drying or expansion of materials. A permanent squeak-free floor may not be attainable.

NOTES



4.4 Floor exhibits springiness, bounce, shaking or visible sag when loaded

ACCEPTABLE PERFORMANCE / CONDITION

These conditions are acceptable when all structural members including beams and joists are sized, installed and fastened in accordance with the *Building Code*.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

ACTION

Floors not meeting the Acceptable Performance/Condition shall be repaired.

REMARKS

Movement is inherent to all spans and is not considered a *defect* when in compliance with the *Building Code*. Long-span floor systems will *normally* deflect (move) more than short-spanned joists under design loads.

NOTES



4.5 Subfloor is loose

ACCEPTABLE PERFORMANCE / CONDITION

Subfloors shall be fastened in accordance with the Building Code.

Subfloors shall not become loose under *normal* loading conditions.

WARRANTY

12 Months - Workmanship and Material

Conditions caused by *normal* shrinkage of materials after construction are not covered under *warranty*.

ACTION

Subfloor not meeting the Acceptable Performance/Condition shall be repaired.

REMARKS

None.

NOTES



4.6 Wall is out of plumb

ACCEPTABLE PERFORMANCE / CONDITION

It is reasonable to expect minor wall variations from plumb.

Walls shall not be out of plumb more than 25 mm (1") in 2.4 m (8') unless specifically designed to be so.

A plumb bob, spirit level or other professional device should be used for all vertical measurements.

WARRANTY

12 Months - Workmanship and Material

ACTION

Walls not meeting the Acceptable Performance/Condition shall be repaired.

Where repairs are made, an exact match of colour, finish or texture may not be possible.

REMARKS

It is reasonable to expect minor variation from plumb in conventional, residential construction. Fitment of furnishings is not considered to be the test for plumb.

NOTES



4.7 Wall is bowed

ACCEPTABLE PERFORMANCE / CONDITION

On the interior of a home, where bowed framing causes local distortion, the variation shall not be more than $\pm 3/4$ inch (20 mm) from the *specified plane* of the length of the wall.

WARRANTY

12 Months - Workmanship and Material

ACTION

Walls not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

It is reasonable to expect walls to have variances in their finished surface.

Varying light conditions can exaggerate these variations.

NOTES



4.8 Leak in exterior wall above grade

ACCEPTABLE PERFORMANCE / CONDITION

The building envelope shall be constructed to prevent unintended water entry.

WARRANTY

2 to 5 years if resulting in unintended water penetration

Unintended water penetration resulting from failure to perform regular maintenance or *normal wear and tear* is not covered under *warranty*.

Damage to personal property is not covered under warranty.

ACTION

Building envelopes not meeting the Acceptable Performance/Condition shall be repaired.

Where *repairs* are made, an exact match of colour, finish, grain, sheen or texture may not be possible. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Joints and cracks in exterior wall surfaces and around openings shall be properly sealed to prevent the entry of water. Caulking and sealants deteriorate under *normal* weather conditions and should be checked and maintained regularly.

Do not place soil or flower beds against cladding.

NOTES



4.9 Window Unit leaks during rainfall

ACCEPTABLE PERFORMANCE / CONDITION

Windows shall not allow unintended water penetration under *normal* design weather conditions, when properly closed.

Condensation and some water retained in window tracks are not considered to be *defects*.

Occasional water leaks caused by abnormal weather conditions are not considered to be a *defect*.

WARRANTY

12 Months - Workmanship and Material

2 to 5 years if resulting in unintended water penetration

Damage resulting from an act of nature is not covered under warranty

ACTION

Windows not meeting the Acceptable Performance/Condition shall be repaired.

REMARKS

The *homeowner* must ensure windows are properly closed and maintained in keeping with any maintenance documentation provided by the window manufacturer.

NOTES



4.10 Water leakage at door or window perimeter detailing or the top of the foundation

ACCEPTABLE PERFORMANCE / CONDITION

Openings in exterior walls such as windows and doors, and junctions between cladding materials, shall not allow unintended water penetration.

WARRANTY

12 Months - Workmanship and Material

2 to 5 years if resulting in unintended water penetration

Water penetration due to *improper maintenance* is excluded under *warranty*.

ACTION

Openings in exterior walls such as around windows, doors and over the top of the foundation not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

Keep flower beds away from the bottom of the cladding and do not pile snow against the house.

Installations shall be tested using *normal* weather conditions or an appropriate *water test* and not by direct or upward spray using a high-pressure water source.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



4.11 Wood joist, beam, or post is split or not straight

ACCEPTABLE PERFORMANCE / CONDITION

Due to drying, it is *normal* and acceptable for wood to split, check, cup, bow, crook, or twist. However, the condition is not acceptable if load bearing wood joists, beams or posts are excessively split, checked, cupped, bowed, crooked or twisted resulting in a *structural defect*.

Where the wood beam or post is intended to be decorative, splits or checks resulting from *normal* shrinkage are acceptable.

WARRANTY

7 to 10 years for $structural\ defects$

ACTION

Wood joists, beams or posts not meeting the acceptable performance/condition guideline shall be repaired.

REMARKS

A characteristic of drying wood such as splitting, checking, twisting, cupping or bowing is considered *normal* and cannot be prevented. Such conditions are primarily aesthetic rather than a structural issue. If the load bearing capacity is compromised, further investigation may be required.

NOTES



4.12 Twisting of open-end beams

ACCEPTABLE PERFORMANCE / CONDITION

Twisting of visible open-end beams in excess of 5% of the beam depth from plumb is not acceptable.

An open-end beam is a wood beam whose end does not about another framing member or that terminates in open air.

Minor twisting is primarily an aesthetic concern rather than a structural problem. Minor twisting resulting from *normal* shrinkage caused by drying after construction is not covered under *warranty*.

WARRANTY

12 Months - Workmanship and Material

ACTION

Open-end beams not meeting the Acceptable Performance/Condition shall be repaired.

REMARKS

None.

NOTES



4.13 Adjustable steel column is not plumb

ACCEPTABLE PERFORMANCE / CONDITION

Adjustable steel columns supporting interior or exterior framing shall not be out of plumb by more than 3/4 of an inch (19 mm) over the length of the column.

WARRANTY

12 Months - Workmanship and Material

ACTION

Adjustable columns not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

None.

NOTES



4.14 Thermal bowing, creating gaps or cracks at finishes against an outside wall on a seasonal basis

ACCEPTABLE PERFORMANCE / CONDITION

This is not a *defect* in workmanship or material. It is due to *normal* seasonal movement of wall studs as they shrink and expand with changes in moisture and temperature between the inside and outside faces.

WARRANTY

None.

ACTION

None.

REMARKS

Wall bowing is a result of temperature and moisture differences between the inside and outside edges of exterior wall studs on a seasonal basis. This in turn may cause the wall to bow slightly over its length in the winter and return in the summer. This is a *normal* occurrence and may only become noticeable when the wall has straight material against it such as a stair, a cabinet, a countertop, or a bathroom vanity. As the wall bows, it may also cause separation of caulking or drywall at the joint between the materials. Cracking of caulking or drywall can also occur as a result of *normal* shrinkage of wood as it *naturally* dries, and this may re-occur on a seasonal basis.

NOTES



5. Carpentry/Finish

CABINETS AND COUNTERTOPS

5.1 Laminated countertop has developed a bubble or bump

ACCEPTABLE PERFORMANCE / CONDITION

When attributed to a construction *defect*, laminated countertops shall not have localized bubbles, or bumps.

WARRANTY

12 Months - Workmanship and Material

Hot appliances or pots can compromise the laminate adhesive resulting in distortions. Such actions are excluded from the *warranty*. A bubble caused by localized heat stress is beyond the *builder's* control and is not a *warrantable defect*.

ACTION

Countertops not meeting the acceptable performance / condition at possession shall be repaired.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home in order to establish that the damage occurred pre-*possession*.

Laminate surfaces are dependent upon adhesive bonds over a broad area. On occasion the glue bond may require localized pressure to permanently re-establish the bond.

NOTES



5.2 Seal between sink and countertop has allowed water to come in contact with the *substrate* resulting in swelling under the laminate

ACCEPTABLE PERFORMANCE / CONDITION

Sinks shall be installed in accordance with manufacturers' *guide*lines to ensure seals inherent in the product perform as intended.

WARRANTY

12 Months - Workmanship and Material

ACTION

Countertops and/or seals not meeting the acceptable performance / condition shall be repaired.

REMARKS

Drop-in sink templates require close tolerances for gaskets to compress evenly and tightly. Sink gaskets or sealants should be installed according to manufacturer's instructions.

Homeowners have a responsibility to minimize countertop exposure to standing water.

Homeowners are responsible for *mitigation of damages* and should contact their *builder* immediately within the *warranty* period.

NOTES



5.3 Laminated countertop seam has swelled due to water penetration

ACCEPTABLE PERFORMANCE / CONDITION

Laminated countertop seams are not watertight. This is not a defect.

WARRANTY

None.

ACTION

None.

REMARKS

Laminate countertop seams are susceptible to damage from standing water. Care should be taken to ensure that countertops are kept free of standing water at joints or penetrations to the countertop.

Homeowners have a responsibility to minimize countertop exposure to standing water. Joints in laminate countertops are, by nature, a discontinuity of surface and as such are susceptible to damage from standing water.

Laminated countertop seam swells resulting from improper *homeowner maintenance* or *abuse* are excluded from the *warranty*.



5.4 Laminated countertop is delaminated

ACCEPTABLE PERFORMANCE / CONDITION

When attributed to a construction *defect*, the surface of laminated countertops shall not delaminate under *normal* conditions.

WARRANTY

12 Months - Workmanship and Material

Hot appliances or pots can compromise the laminate adhesive resulting in distortions. Such actions are excluded from the *warranty*. A bubble caused by localized heat stress is beyond the *builder's* control and is not a *warrantable defect*.

ACTION

Countertops not meeting the Acceptable Performance/Condition shall be repaired.

Where repairs are required, an exact match of colour, grain, sheen, finish and texture may not be possible.

REMARKS

Standing water, heat, impact, heavy loads and some cleaning solutions can damage countertops. Care must be to ensure that countertops are kept free of standing water at joints and openings at sinks and faucets.

Laminate surfaces are dependent upon adhesive bonds over a broad area. On occasion the glue bond may require localized pressure to permanently re-establish the bond.

NOTES



5.5 Laminated countertop seam is excessively wide

ACCEPTABLE PERFORMANCE / CONDITION

Laminated countertop seams shall be installed tight; gaps should not exceed 3/64 inch (1mm). The gap between adjacent surfaces (i.e., countertop and tile backsplash) shall also be sealed to prevent water entry along the junction.

WARRANTY

12 Months - Workmanship and Material

ACTION

Countertops not meeting the acceptable performance / condition at possession shall be repaired.

REMARKS

Typically, seam gaps within 3/64 inch (1.0 mm) in width can be sealed with appropriate seam filler. Caulking is an acceptable *repair* for separations at the backsplash.

NOTES



5.6 Cracks in Countertop Surfaces

ACCEPTABLE PERFORMANCE / CONDITION

Countertop surfaces exposed to view shall be free from cracks at the time of the *Pre-delivery inspection*. Joints and *naturally* occurring fissures in natural material are not considered to be cracks.

Standing water, heat, impact, heavy loads and some cleaning solutions can damage countertops and is not covered under *warranty*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

Cracks resulting from improper use or post-occupancy impact are not covered under warranty.

ACTION

Countertops not meeting the acceptable performance / condition shall be repaired.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home in order to establish that the damage occurred pre-*possession*.

Manufactured solid-surface countertops can be brittle and damaged by impact. Care should be taken when cleaning or servicing to prevent cracking or chipping. Sitting or dropping heavy objects on the countertop can create excessive loads that can cause cracking.

NOTES



5.7 Scratches/chips/staining on countertops

ACCEPTABLE PERFORMANCE / CONDITION

Scratches, chips and stains should not be visible when viewed in *normal lighting* conditions from a *normal viewing position* at the time of the *Pre-delivery inspection*.

Some materials, both natural and man-made, do not resist stains.

WARRANTY

If reported on a *Pre-delivery inspection* report:

Damage noted <u>after possession</u> is not covered under warranty.

12 Months - Workmanship and Material

ACTION

Countertops not meeting the Acceptable Performance/Condition shall be repaired.

Where repairs are made, an exact match of colour, finish, grain, sheen or texture may not be possible.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home in order to establish that the damage occurred pre-*possession*.

Do not use abrasive cleaners or steel wool on a countertop.

Use a cutting board; do not cut directly on the countertop.

Stone countertops may be sealed at the time of installation and require regular re-applications as part of home maintenance. Sealers are applied to prevent deep stains within the stone, which are difficult and sometimes impossible to remove, but do not necessarily protect the countertop from surface stains. Stones are porous materials; therefore, any spilled substances require immediate attention.

NOTES



5.8 Seams (joints) in stone countertops are too wide or open

ACCEPTABLE PERFORMANCE / CONDITION

Joints in stone countertops shall be filled and sealed to provide a continuous finished surface. Loose or missing filler is unacceptable.

WARRANTY COVERAGE

12 Months - Workmanship and Material

Damage caused by *normal* shrinkage of materials caused by drying after construction is not covered under *warranty*

Damage resulting from *normal wear and tear* or *improper maintenance* is excluded from the *warranty*.

ACTION

 $Countertops \ not \ meeting \ the \ acceptable \ performance/condition \ shall \ be \ \textit{repaired}.$

Loose joints can be filled with epoxy or other suitable material in a matching colour to the stone. The visibility of joints will depend on the stone's granularity, colour and pattern, as well as the lighting conditions in the room.

Where repairs are made, an exact match of colour, finish, grain, sheen or texture may not be possible.

REMARKS

Joints in stone countertops can be factory made (pre-assembled) or loose joints (site-assembled). Both types of joints can be found in single installations and may be necessary due to access or transportation restrictions, countertop layout, weight and slab size limitations. Seams are a common occurrence in the manufacturing process. Manufacturers try to incorporate seams in locations suitable to the cabinetry layout or based on best use of the natural material determined by the installer.

NOTES



5.9 Surface pits, fissures or veins in natural stone countertops

ACCEPTABLE PERFORMANCE / CONDITION

Surface pits, fissures or veins in stone countertops are typical characteristics of quarried materials and are acceptable.

WARRANTY

None.

ACTION

None.

REMARKS

Quarried stone is a product of nature and is not subject to the rules of consistency that apply to manufactured materials. Pits and fissures as well as variations in tonal qualities, veining and shading are all-natural characteristics and generally desirable.

NOTES



5.10 A height variation exists between sections in a stone countertop

ACCEPTABLE PERFORMANCE / CONDITION

Stone countertops shall be installed to produce a *uniform* surface between adjoining sections. Adjoining sections of stone shall not exceed a height variation of + 1/32 inch (+ 0.8 mm).

WARRANTY

12 Months - Workmanship and Material

ACTION

Countertops not meeting the acceptable performance / condition shall be repaired.

The colour/texture of *repaired* areas shall match the existing countertop sections in colour/texture as closely as possible. Colour or texture variation may exist in *replaced* sections; this is acceptable.

REMARKS

Stone surfaces are generally reliant upon the stability of the *substrate* upon which the stone is mounted. Stability during the *warranty* period is the *builder's* responsibility.

A height variation between the front and back of a stone seam may be unavoidable due to permanent warp in the slab stock but should still fall within the acceptable performance / condition.

The *homeowner* is responsible for maintaining countertop surfaces in accordance with the manufacturer's instructions.

NOTES



5.11 A cabinet door panel has contracted leaving a noticeable strip of unfinished wood along a perimeter edge

ACCEPTABLE PERFORMANCE / CONDITION

Cabinet doors shall exhibit a relatively consistent finish and noticeable strips of unfinished wood should not exist when viewed from a *normal position and under normal lighting*.

WARRANTY

12 Months - Workmanship and Material

ACTION

Cabinet door panels not meeting the acceptable performance / condition shall be repaired.

The *repair* may involve staining the exposed strip to match, which is acceptable.

Slight variation in colour or sheen of the *repair* is acceptable.

This *repair* should take place towards the end of the *warranty* period so the cabinetry can experience one complete seasonal heating cycle.

REMARKS

Fine wood cabinetry is susceptible to shrinkage caused by moisture loss. Typically, cabinet door panels float inside a perimeter frame to reduce stress and diminish the possibility of the panel cracking.

The exposure of a small strip of unfinished wood indicates that the construction detail has performed as designed to contend with *humidity* conditions.

NOTES



5.12 Cabinet doors do not line up with each other

ACCEPTABLE PERFORMANCE / CONDITION

Cabinet doors shall be aligned with adjacent cabinets and filler panels on the same level to provide a generally *uniform* appearance when viewed from a *normal viewing position*.

WARRANTY

12 Months - Workmanship and Material

Damage due to normal wear and tear is excluded under warranty.

ACTION

Cabinets not meeting the acceptable performance / condition shall be adjusted.

REMARKS

Lines shall be evenly spaced in cabinetry. Alignment shall be *uniform* within the manufacturer's specifications.

Cabinet doors can become misaligned through *normal* use; most cabinet hinges provide for adjustment, handles and pulls can be tightened as required. Regular home maintenance includes adjusting the cabinet hardware from time to time.

NOTES



5.13 Cabinet doors or drawer faces are warped

ACCEPTABLE PERFORMANCE / CONDITION

Cabinet doors and drawer faces shall not permanently warp in excess of:

- 3 mm measured corner to corner for doors less than 150 mm in length/height, or
- 6 mm measured corner to corner for doors greater than 150 mm in length/height.

WARRANTY

12 Months - Workmanship and Material

REQUIRED RESPONSE

Cabinets not meeting the acceptable performance/condition shall be repaired.

CONSIDERATIONS

Humidity levels within the home affect natural wood products including cabinet doors and drawer faces made from natural wood products. Some movement can be expected.

Homeowners should carefully consider the level of relative *humidity* within the home especially during cold weather.

NOTES



5.14 Cabinet Door or Drawer Binds or Rubs

ACCEPTABLE PERFORMANCE / CONDITION

Cabinet doors and drawers shall be installed so they don't bind or rub under normal use.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from normal wear and tear or improper maintenance is not covered under warranty.

ACTION

Doors and drawers not meeting the acceptable performance/condition shall be repaired.

REMARKS

Cabinet doors and drawers can become misaligned through *normal* use. *Normal* home maintenance includes adjusting the cabinet doors and drawers from time to time.

NOTES



5.15 Cabinet doors do not stay closed or do not close fully

ACCEPTABLE PERFORMANCE / CONDITION

When closed, cabinet doors shall remain closed and sit flush within 3 mm against adjacent cabinetry door face.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from normal wear and tear or improper maintenance is excluded under the warranty.

ACTION

 $Cabinetry\ doors\ not\ meeting\ the\ acceptable\ performance/condition\ shall\ be\ adjusted.$

REMARKS

Cabinet doors can become misaligned through *normal* use and may require adjusting by the *homeowner* from time to time.

NOTES



5.16 Gap between cabinets and ceilings or walls

ACCEPTABLE PERFORMANCE / CONDITION

Cabinets shall be tightly fitted to each other. Where cabinets abut walls and ceilings, visible gaps in excess of 1/8 inch (3 mm) are considered excessive.

WARRANTY

12 Months - Workmanship and Material

ACTION

Gaps between cabinets and ceilings or walls not meeting the acceptable performance / condition shall be *repaired*.

Caulk or filler is an acceptable repair for gaps between 1/8 inch (3 mm) and 3/16 inch (5 mm) in width.

REMARKS

It is a common and acceptable practice to intentionally install a gap where cabinets meet different materials or adjoining cabinetry, and appropriate trim pieces may be used. Such gaps are inherent to the design and are not considered *defects*.

NOTES



5.17 Scratches or Minor Imperfections in Wood Cabinets

ACCEPTABLE PERFORMANCE / CONDITION

Unless reported on a *Pre-delivery inspection* report, wood cabinets with visible damage are not covered under *warranty*.

If reported on a *Pre-delivery inspection* report, scratches, chips and stains should not be visible when viewed in *normal lighting* conditions from a *normal viewing position*.

Some materials, both natural and man-made, do not resist stains.

WARRANTY

If reported on a *Pre-delivery inspection* report:

Damage noted <u>after possession</u> is not covered under warranty.

12 Months - Workmanship and Material

ACTION

Cabinets not meeting the Acceptable Performance/Condition shall be repaired.

Where *repairs* are made, an exact match of colour, finish, grain, sheen or texture may not be possible; this is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home in order to establish that the damage occurred pre-*possession*.

Use of abrasive cleaners or steel wool on a cabinet can scratch the finished surface of wood cabinets.

NOTES



INTERIOR STAIRS AND RAILINGS

5.18 Stair assembly is squeaking

ACCEPTABLE PERFORMANCE / CONDITION

Stair risers and treads shall be free of squeaks caused by loose/inadequately fastened joints. that are apparent under *normal* use.

Some minor squeaks may be caused by *normal* shrinkage of material and are not covered under *warranty*.

WARRANTY

12 Months - Workmanship and Material

Squeaks caused by *normal* shrinkage of materials due to drying after construction, *improper maintenance* or *normal wear and tear* to the stair are excluded under *warranty*.

ACTION

Stair assemblies that do not meet the acceptable performance / condition shall be repaired.

REMARKS

Extended low-humidity indoor environments can cause excessive shrinkage in the wood resulting in loose stair connections. The homeowner must maintain indoor humidity levels to prevent excessive drying of materials. A squeak-free stair may not be attainable.

NOTES



5.19 A gap exists between stair trim or moulding and wall

ACCEPTABLE PERFORMANCE / CONDITION

Visible gaps due to shrinkage shall not exceed 1/8 inch (3 mm) between the finished stair stringer, trim or moulding and wall.

WARRANTY

12 Months - Workmanship and Material - Workmanship and Material

ACTION

Gaps between the stair trim and the wall not meeting the acceptable performance / condition shall be *repaired*.

Caulk or filler is an acceptable repair for gaps between 1/8 inch (3 mm) and 3/16 inch (5 mm) in width.

REMARKS

This condition is not applicable to unfinished stairs.

NOTES



5.20 Gaps exists between stair parts

ACCEPTABLE PERFORMANCE / CONDITION

Stair parts (risers, treads and stringers), where exposed to view in finished areas, shall not have gaps in excess of 3 mm (1/8").

Gaps can be filled with compatible material to achieve the same results.

WARRANTY

12 Months - Workmanship and Material

ACTION

Gaps between the stair parts not meeting the acceptable performance / condition shall be repaired.

Caulk or filler is an acceptable repair for gaps between 1/8 inch (3 mm) and 3/16 inch (5 mm) in width.

This condition is not applicable to unfinished stairs.

REMARKS

This condition is not applicable to unfinished stairs.

NOTES



5.21 A gap exists between wood railing parts

ACCEPTABLE PERFORMANCE / CONDITION

Railing parts shall be fitted to minimize gaps not more than 1/8 inch (3mm).

The structural integrity of the joint should not be affected by minor gaps.

WARRANTY

12 Months - Workmanship and Material

Gaps resulting from *normal* shrinkage of materials due to drying after construction is not covered under *warranty*.

Damage caused by improper humidity levels within the home is excluded from the warranty.

ACTION

Gaps in wood railing parts exceeding the acceptable performance / condition shall be repaired.

REMARKS

Some wood railing designs incorporate an intentional gap as an aesthetic solution where manufactured components connect. Such gaps are inherent to the design and are not considered *defects*.

NOTES



5.22 Stair railings lack rigidity

ACCEPTABLE PERFORMANCE / CONDITION

Stair railings and guards shall be securely constructed in accordance with the *Building Code*.

Even when installed in accordance with the *Building Code*, slight movement in stair railings may occur under *normal* use and is acceptable.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance*, or from additions, deletions, or alterations made by the owner is not covered under *warranty*.

ACTION

Stair railings and guards not meeting the acceptable performance / condition shall be repaired.

Where *repairs* are required, colour, finish, grain, sheen, or texture may not have an exact match. This is acceptable.

REMARKS

The selected design of stair railing or guard can affect rigidity.

NOTES



5.23 Colour variation, knots, or different grain patterns exist between adjacent natural wood trim or railings

ACCEPTABLE PERFORMANCE / CONDITION

As wood is a natural product, variations will exist among different products; this is acceptable.

WARRANTY

None

ACTION

None

REMARKS

The *cosmetics* of natural wood trim and railings are *contractual* issues and should be evaluated for *cosmetics* as well as the quality of installation.

The character of natural wood is often why real wood is selected over other manufactured options that are more *uniform* in appearance. Natural variations in colour, grain and the inclusion of whorls created by intersecting pieces of the tree are inherent in natural wood products. The open grain in some wood surfaces tends to show a rough appearance however, the surface is considered to be *uniform*.

Variation in grain will affect the absorption and colour of stains and clear finishes resulting in variations in colour over the surface of trim or railings.

Over time, light itself will cause a distinction in colour between trim and railing areas. Some woods, such as birch will fade in colour while others, such as cherry, will darken.

NOTES



5.24 Interior metal stair spindles are loose

ACCEPTABLE PERFORMANCE / CONDITION

Metal stair spindles shall not rattle while ascending or descending the stairs.

WARRANTY

12 Months - Workmanship and Material

ACTION

Metal stair spindles not meeting the acceptable performance / condition shall be repaired.

REMARKS

The function of stair spindles is different than that of newels or handrails, so rigidity is not critical. Stair spindles are intended to prevent a person from falling through the handrail assembly, a function that is not compromised by minor play in the spindles.

NOTES



5.25 Stairs or landings are out of level

ACCEPTABLE PERFORMANCE / CONDITION

Stairs and landings shall be installed in accordance with the Building Code.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

ACTION

Stairs and landings not meeting the acceptable performance/condition guideline shall be repaired.

REMARKS

None.

NOTES



5.26 Stair treads are inconsistent in height or depth (rise or run)

ACCEPTABLE PERFORMANCE / CONDITION

Stairs and landings shall be installed in accordance with the Building Code.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

ACTION

Stairs and landings not meeting the acceptable performance/condition *guide*line shall be *repaired*.

REMARKS

None.

NOTES



TRIM AND MOULDINGS

5.27 Hammer marks are visible on trim

ACCEPTABLE PERFORMANCE / CONDITION

Interior finished trim shall be free from visible hammer marks when viewed under *normal lighting* from a *normal viewing position* at time of the *Pre-delivery inspection*.

WARRANTY

When reported on the Pre-delivery inspection Form:

12 Months - Workmanship and Material

Dents from improper use or post-occupancy impact are not covered under warranty

ACTION

Trim not meeting the acceptable performance / condition at possession shall be repaired.

Repaired areas shall closely match the original finished surface for colour, sheen and texture; however, they may exhibit slight differences in appearance.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home in order to establish that the damage occurred pre-*possession*.

NOTES



5.28 Interior trim or mouldings are cracked or split

ACCEPTABLE PERFORMANCE / CONDITION

Trim shall not have *readily visible* splits and cracks when viewed under *normal lighting* from a *normal viewing position*.

WARRANTY

12 Months - Workmanship and Material

Damage caused by *normal* shrinkage due to drying after construction is not covered under *warranty*.

ACTION

Trim not meeting the acceptable performance / condition shall be *repaired* and repainted.

Where *repairs* are required, colour, finish, grain, sheen, or texture may not have an exact match.

Filler may be used to *repair* cracks or splits; this is acceptable.

REMARKS

None.

NOTES



5.29 Visible joints exist in interior trim, casing and baseboards

ACCEPTABLE PERFORMANCE / CONDITION

Joints in trim, where exposed to view, shall be tightly fitted and have aligned surfaces or be filled with a compatible material to achieve the same result.

Joints greater than 1/16 inch (1.5 mm) between the same material type are considered excessive.

Joints greater than 1/8 inch (3 mm) between trim and adjacent material are considered excessive.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance*, or from additions, deletions, or alterations made by the owner is not covered under *warranty*.

ACTION

Joints not meeting the acceptable performance / condition shall be *repaired*.

Where repairs are required, colour, finish, grain, sheen, or texture may not have an exact match.

Caulk or filler is an acceptable *repair* for gaps between 1/8 inch (3 mm) and 3/16 inch (5 mm) in width.

REMARKS

Hairline gaps are acceptable in painted surfaces between joined or adjacent pieces.

NOTES



5.30 Finished wood surface is rough.

ACCEPTABLE PERFORMANCE / CONDITION

Wood surfaces that are touched or grasped during *normal* use shall be *uniformly smooth*. Surfaces not touched during *normal* use shall appear *smooth* when viewed without magnification, under *normal lighting conditions* and from a *normal viewing position*.

WARRANTY

12 Months - Workmanship and Material

ACTION

Wood surfaces not meeting the acceptable performance / condition shall be *repaired* and refinished.

REMARKS

The grain structure of certain woods (such as oak) may show a rough appearance yet feel *smooth*. This is a natural property of wood and is acceptable.

Factory-applied finishes typically exhibit more consistency than site-applied finishes.

NOTES



5.31 Interior wood surfaces are scratched or scuffed

ACCEPTABLE PERFORMANCE / CONDITION

Stained or painted Interior wood surfaces shall be free from scratches or scuffs when viewed under *normal lighting* from a *normal viewing position* at time of the *Pre-delivery inspection*

WARRANTY

When reported on the Pre-delivery inspection Form

Damage noted <u>after possession</u> is not covered under warranty.

12 Months - Workmanship and Material

ACTION

Wood surfaces not meeting the acceptable performance / condition at possession shall be repaired.

Repaired areas shall closely match the original finished surface for colour, sheen and texture; however, they may exhibit slight differences in appearance.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home in order to establish that the damage occurred pre-*possession*.

NOTES



5.32 A gap exists between the wall and the baseboard

ACCEPTABLE PERFORMANCE / CONDITION

Baseboards shall be installed generally flush. Gaps exceeding 1/8 inch (3.0 mm) against walls are considered excessive.

WARRANTY

12 Months - Workmanship and Material

ACTION

Baseboards not meeting the acceptable performance / condition shall be *repaired*.

Caulk or filler is an acceptable repair for gaps between 1/8 inch (3 mm) and 3/16 inch (5 mm) in width.

Where repairs are required, colour, finish, grain, sheen, or texture may not have an exact match

REMARKS

A gap may be more apparent when wider, inflexible baseboards are involved, as opposed to narrower baseboards that flex.

NOTES



5.33 A gap exists between the underside of the baseboard and a hard, *uniform* surface floor

ACCEPTABLE PERFORMANCE / CONDITION

Baseboards shall be installed generally flush. Gaps exceeding 1/8 inch (3 mm) against *uniform*, hard floors, such as hardwood, laminate, *uniform* ceramic, and resilient flooring, are considered excessive at time of the *Pre-delivery inspection*.

WARRANTY

When reported on the Pre-delivery inspection Form:

12 Months - Workmanship and Material

ACTION

Baseboards that do not meet the acceptable performance / condition shall be repaired.

Caulk or filler is an acceptable repair for gaps between 1/8 inch (3 mm) and 3/16 inch (5 mm) in width.

Where repairs are required, colour, finish, grain, sheen, or texture may not have an exact match

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home.

The finishing carpenter may lift the baseboard to create a more *uniform* appearance against hard surface floors with non-*uniform* finishes (e.g., slate and deeply textured ceramic tiles). In such instances, the variance along the bottom of the baseboard may exhibit gaps; this is acceptable.

NOTES



5.34 Resin shall not bleed through the painted finish.

ACCEPTABLE PERFORMANCE / CONDITION

Minor amounts of resin may bleed through painted finish on trim, but any excessive amount is not acceptable when viewed under *normal lighting* conditions from a *normal viewing position*

WARRANTY

12 Months - Workmanship and Material

ACTION

Painted finishes not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall closely match the original finished surface for colour, sheen, and texture; however, they may exhibit slight differences in appearance; this is acceptable.

REMARKS

None.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



GENERAL ITEMS

5.35 Fasteners are not properly set or filled

ACCEPTABLE PERFORMANCE / CONDITION

Nail heads and fasteners shall not protrude above the surface. Where nail heads and fasteners have been set below the surface they shall be filled with compatible filler unless designed otherwise. Filler may be noticeable under *normal lighting* conditions.

WARRANTY

12 Months - Workmanship and Material

ACTION

Fasteners not meeting the acceptable performance / condition shall be *repaired*.

Repairs may be noticeable under normal lighting conditions and from a normal viewing distance, which is acceptable.

REMARKS

This guideline does not apply in unfinished rooms or unfinished spaces.

NOTES



6. Doors and Windows

DOORS

6.1 Sliding pocket door/barn door will not stay on track or door does not roll smoothly

ACCEPTABLE PERFORMANCE / CONDITION

Sliding pocket or barn doors shall operate freely and remain on their tracks during normal operation.

Larger, heavy doors may require extra effort.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

Normal wear and tear are excluded from the warranty.

ACTION

Sliding pocket/barn doors not meeting the acceptable performance / condition shall be repaired.

REMARKS

Confirm proper operation of the doors during the *Pre-delivery inspection*. *Defects* discovered after the *PDI* will be covered under the warranty if they result from the *Builder's* work.

Barn and sliding doors may require adjustment from time to time to maintain alignment and hardware may need to be cleaned and lubricated as part of *normal* home maintenance.

NOTES



6.2 Pocket door rubs

ACCEPTABLE PERFORMANCE / CONDITION

The face of a pocket door shall not rub against the surrounding framing, door jamb or casing during *normal* operation. If the design includes a latch, the latch should connect and disconnect with relative ease. The door, when closed, should strike the jamb and not exceed a 1/8-inch (3 mm) gap.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

ACTION

Pocket doors not meeting the acceptable performance / condition shall be repaired.

REMARKS

Confirm proper operation of interior doors during the *PDI*. Defects discovered after the *PDI* will be covered under the warranty if they result from the builder's work. The design of a pocket door sometimes involves lower guides rather than a rigid lower track. These guides are designed to rub across the face of the door in normal operation. This contact may mark the door, and this is acceptable.

Marginal door wobble is inherent to the design of a pocket door and is not considered a defect.

Pocket doors may require periodic adjustment, cleaning and lubrication. This is part of *normal homeowner* maintenance.

NOTES



6.3 Sliding Door Screen will not Stay on Track or Sliding Door Does Not Roll Smoothly

ACCEPTABLE PERFORMANCE / CONDITION

Sliding screen door shall move freely on their tracks and latch securely under normal operation.

The cleaning and maintenance necessary to preserve proper operation are a homeowner responsibility.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

Damage resulting from *normal wear and tear* or *improper maintenance* is not covered by the *warranty*.

ACTION

Sliding doors screens not meeting the acceptable performance / condition shall be repaired.

REMARKS

Confirm proper operation of screen doors during the *PDI*. *Defects* discovered after the *PDI* will be covered under the *warranty* if they result from the *builder's* work. *Normal homeowner maintenance* for sliding doors screens may involve adjustment from time to time and the tracks and hardware may need to be cleaned and lubricated.

NOTES



6.4 Bi-fold and sliding doors come off tracks

ACCEPTABLE PERFORMANCE / CONDITION

Bi-fold or sliding doors shall move freely on their tracks and latch securely during *normal* operation.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

Damage resulting from normal wear and tear or improper maintenance is not covered by the warranty.

ACTION

Bi-fold and sliding doors not meeting the acceptable performance / condition shall be repaired.

REMARKS

Confirm proper operation of bi-fold and sliding doors during the *PDI*. *Defects* discovered after the *PDI* will be covered under the *warranty* if they result from the *builder's* work.

Bi-fold doors can easily lose alignment by something as minor as a coat sleeve being caught between the two doors as they close. This situation is beyond the *builder's* control. A misaligned bi-fold door can be readjusted to its proper position. Bi-fold and sliding door cleaning and readjustment is part of routine *homeowner maintenance*.

NOTES



6.5 Interior door is warped

ACCEPTABLE PERFORMANCE / CONDITION

Interior doors leading to rooms or spaces shall not permanently warp more than 6 mm beyond the edge of the doorjamb when the door is closed. In the case of double doors, one leaf shall not permanently warp more than 6 mm beyond the face of the adjacent door leaf.

Minor warping or shrinkage of interior wood doors is not uncommon and can be affected by changes in indoor relative *humidity* and is not considered a *defect*.

WARRANTY

12 Months - Workmanship and Material

Damage caused by *normal* shrinkage of materials due to drying after construction is not covered under *warranty*.

ACTION

Doors not meeting the Acceptable Performance/Condition shall be repaired.

Where repairs are made, an exact match of colour, finish, grain, sheen or texture may not be possible.

REMARKS

Minor warping is *normal*. Interior wood doors are a natural product and are affected by changes in indoor relative *humidity*, which may contribute to the warping of the door. *Normal* home maintenance includes controlling indoor *humidity* levels to prevent permanent warping.

Do not hang heavy objects from a door.

NOTES



6.6 Interior door rubs on the door jamb

ACCEPTABLE PERFORMANCE / CONDITION

Doors shall operate without rubbing on the door jamb.

Seasonal *humidity* levels may cause doors and jambs to swell, resulting in temporary rubbing; this is acceptable.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

Damage resulting from normal wear and tear and improper maintenance is not covered under warranty.

ACTION

Doors not meeting the acceptable performance / condition shall be repaired.

REMARKS

Confirm proper operation of interior doors during the PDI. Defects discovered after the PDI will be covered under the warranty if they result from the builder's work.

Normal homeowner maintenance includes controlling indoor *humidity* levels to prevent permanent warping of doors.

Do not hang heavy objects from a door.

NOTES



6.7 Veneer wood door panel has split or delaminated

ACCEPTABLE PERFORMANCE / CONDITION

Cracks, where *normal* light is visible through the door, are not acceptable. Minor cracks that do not allow light through the door are acceptable.

Veneers shall be securely adhered to the *substrate* of the door.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal* shrinkage due to drying after construction is not covered under *warranty*.

ACTION

Door panels not meeting the acceptable performance / condition shall be repaired.

REMARKS

Wood or wood composite doors are composed of natural wood fibres and are affected by changes in indoor, relative *humidity*. *Normal homeowner maintenance* includes controlling indoor *humidity* levels to prevent permanent warping of doors.

NOTES



6.8 Wood door panel has split

ACCEPTABLE PERFORMANCE / CONDITION

Cracks, where *normal* light is visible through the door, are not acceptable. Minor cracks that do not allow light through the door are acceptable.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal* shrinkage due to drying after construction is not covered under *warranty*.

ACTION

Door panels not meeting the acceptable performance shall be repaired.

Where repairs are required, colour, finish or texture may not have an exact match; this is acceptable.

REMARKS

Wood or wood composite doors are composed of natural wood fibres and are affected by changes in indoor, relative *humidity*. *Normal homeowner maintenance* includes controlling indoor *humidity* levels to prevent indoor wood doors from splitting.

NOTES



6.9 Colour variation, knots and different grain patterns exist between adjacent natural wood, door panels

ACCEPTABLE PERFORMANCE / CONDITION

As wood is a natural product, variations will exist among different products; this is acceptable.

WARRANTY

None.

ACTION

None.

REMARKS

Cosmetics of natural wood doors are *contractual* issues. Natural wood doors should be evaluated for *cosmetics* as well as the quality of installation.

Wood veneer doors are a unique assembly of natural woods. The character of natural wood is often why it is selected over other manufactured options that are more *uniform* in appearance. Natural variations in colour, grain and the inclusion of whorls created by intersecting pieces of the tree in wood doors are inherent to this product.

The open grain in some wood surfaces tends to show a rough appearance however, the surface is considered to be *uniform*. Variation in grain will affect the colour of stains and clear finishes resulting in variations over the surface of a wooden door.

Over time, light itself will cause a distinction in colour between covered and uncovered door areas. Some woods will fade in colour such as birch while others, such as cherry, will darken.

NOTES



6.10 Shrinkage of inserted panels shows raw wood edges on exterior wood doors

ACCEPTABLE PERFORMANCE / CONDITION

Wooden panels on doors shall exhibit a uniform finish around the panel edges.

Wooden panels on doors shall exhibit a relatively consistent finish and noticeable strips of unfinished wood should not exist when viewed from a *normal position* and under *normal lighting*.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

Damage resulting from *normal* shrinkage due to drying after construction is not covered under *warranty*.

ACTION

Doors not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall closely match the original finished surface for colour, sheen and texture; however, they may exhibit slight differences in appearance; this is acceptable

REMARKS

Wood or wood composite doors are composed of natural wood fibres and are affected by changes in *humidity*. *Normal homeowner maintenance* includes controlling indoor *humidity* levels to prevent excessive shrinkage of the wood door components.

NOTES



6.11 Interior/Exterior door handset fails to latch properly

ACCEPTABLE PERFORMANCE / CONDITION

Door latches shall operate with relative ease; however, slight pressure may be required to engage or disconnect the latch. This is acceptable.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

ACTION

Doors not meeting the acceptable performance / conditions shall be repaired.

REMARKS

Door sets require occasional lubrication. Such routine maintenance is the responsibility of the homeowner.

Seasonal *humidity* levels may cause doors and jambs to swell, resulting in a door set that requires marginally more effort to latch on occasion. This condition is usually temporary.

Normal homeowner maintenance includes adjustment of teleposts. See "Guide to The Care and Maintenance of Your New Home", available at anhwp.com

NOTES



6.12 Interior/Exterior door drags on the floor

ACCEPTABLE PERFORMANCE / CONDITION

Interior/Exterior doors shall not contact the floor at any point of travel unless the door is specifically designed to do so.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

Carpet and/or underlay upgrades that exceed door undercut gap height are not defects.

ACTION

Doors not meeting the acceptable performance / conditions shall be repaired.

REMARKS

Interior doors are often undercut to facilitate air movement through the house; the resulting gap is not a *defect*.

 $Normal\ homeowner\ maintenance\ includes\ adjustment\ of\ teleposts.$ See "Guide to The Care and Maintenance of Your $New\ Home$ ", available at anhwp.com

NOTES



6.13 Interior/Exterior door swings open or closed on its own

ACCEPTABLE PERFORMANCE / CONDITION

Interior/Exterior Doors shall be installed sufficiently plumb and square, so they do not swing by themselves due to the force of gravity alone.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

ACTION

Doors not meeting the acceptable performance / conditions shall be repaired.

REMARKS

Do not hang heavy objects from a door.

Changes in air pressure due to open windows, the furnace fan starting, etc., may cause door to swing open or closed.

 $Normal\ homeowner\ maintenance\ includes\ adjustment\ of\ teleposts.$ See "Guide to The Care and Maintenance of Your $New\ Home$ ", available at anhwp.com

NOTES



6.14 Interior/Exterior door binds from improperly installed hinges

ACCEPTABLE PERFORMANCE / CONDITION

Exterior and interior doors shall not bind on their hinges such that it impairs normal operation.

Hinges that are not aligned or are excessively recessed into the jamb or door may cause the door to bind; this is not acceptable.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

ACTION

Doors not meeting the acceptable performance / conditions shall be *repaired*.

REMARKS

Confirm proper operation of the doors during the *Pre-delivery inspection*. *Defects* discovered after the *PDI* will be covered under the *warranty* if they result from the *builder's* work.

Interior door sets require occasional lubrication. Such routine maintenance is the responsibility of the *homeowner*. Seasonal *humidity* levels may cause doors and jambs to swell, resulting in a door set that requires marginally more effort to latch on occasion. This condition is usually temporary.

NOTES



6.15 Exterior door assembly is not providing a seal against exterior elements

ACCEPTABLE PERFORMANCE / CONDITION

Exterior door assemblies shall seal sufficiently to be weather resistant throughout seasonal variations. Doors between a home and attached garage shall meet the requirements of the *Building Code*.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

Damage resulting from normal wear and tear and improper maintenance is not covered under warranty.

Damage resulting from maintenance not conducted by the *homeowner* in keeping with regular *homeowner* maintenance or from additions, deletions or alterations made by the owner is not covered under warranty.

ACTION

Doors not meeting the acceptable performance / condition shall be repaired.

REMARKS

Exterior doors can warp to some degree due to temperature differential between inside and outside surfaces. Doors between the garage space and the outdoors are not required to be weather-stripped. The door between the living area of the home and garage requires appropriate sealing.

Exterior doors often use a compressive or magnetic gasket to provide an effective seal meaning that marginally more effort is required to overcome the seal when opening and closing the door. This is not considered a *defect*.

NOTES



6.16 Exterior Door is warped

ACCEPTABLE PERFORMANCE / CONDITION

Doors shall not warp to the extent that they become inoperable or cease to be weather resistant. Doors between a home and an attached garage must have a seal maintained to meet the *Building Code*.

Exterior doors may warp to some degree due to temperature differential between inside and outside surfaces.

WARRANTY

12 Months - Workmanship and Material

2 years for *Building Code* violation resulting in unsafe conditions related to the garage to house door.

Damage resulting from maintenance not conducted by the *homeowner* in keeping with regular *homeowner* maintenance or from additions, deletions or alterations made by the owner is not covered under warranty.

ACTION

Doors not meeting the Acceptable Performance/Condition shall be repaired.

REMARKS

Exterior doors can warp to some degree due to temperature differential between inside and outside surfaces. Garage doors between the garage space and the outdoors are not required to be weather stripped.

Inspect outside door finishes for deterioration at least annually.

Do not allow snow to accumulate around doors.

NOTES



6.17 Exterior door rubs on the door jamb

ACCEPTABLE PERFORMANCE / CONDITION

Doors shall operate without rubbing on the door jamb.

Seasonal *humidity* levels may cause doors and jambs to swell, resulting in temporary rubbing; this is acceptable.

WARRANTY

12 Months - Workmanship and Material; this is a *one-time repair*

Damage resulting from *normal wear and tear, improper maintenance*, alterations, deletions or additions made by the *homeowner* is not covered under *warranty*.

ACTION

Doors not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

Confirm proper operation of the doors during the *Pre-delivery inspection*. *Defects* discovered after the *PDI* will be covered under the *warranty* if they result from the *Builder's* work.

Normal homeowner maintenance includes controlling indoor *humidity* levels to prevent permanent warping of doors.

Do not hang heavy objects from a door.

NOTES



6.18 Cracks and splits are visible in exterior wood doors

ACCEPTABLE PERFORMANCE / CONDITION

Cracks shall not penetrate through the door such that light is visible.

WARRANTY

12 Months - Workmanship and Material

ACTION

Exterior doors not meeting the acceptable performance / condition shall be repaired.

REMARKS

Shrinkage cracks in the surface of a wood door are considered *normal* and are not *defects*. Damage due to *abuse* is not warrantable.

NOTES



6.19 Exterior door is dented, scratched or damaged

ACCEPTABLE PERFORMANCE / CONDITION

Exterior doors shall be free of dents, scratches or other damage when viewed, under *normal lighting* and *normal viewing* conditions at the time of the *Pre-delivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

Damage noted <u>after possession</u> is not covered under warranty.

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear, improper maintenance*, alterations, deletions or additions made by the *homeowner* is not covered under *warranty*.

ACTION

Doors not meeting the Acceptable Performance/Condition shall be *repaired*.

Where *repairs* are made, an exact match of colour, finish, grain, sheen or texture may not be possible. Filling the dent is an acceptable *repair* (e.g., spot putty).

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home in order to establish that the damage occurred pre-*possession*.

NOTES



6.20 Exterior door has not been painted to manufacturer's specifications

ACCEPTABLE PERFORMANCE / CONDITION

Doors shall be painted as required by the manufacturer to maintain the terms of the *warranty*.

WARRANTY

12 Months - Workmanship and Material

ACTION

Exterior doors not meeting the acceptable performance / condition shall be repaired.

Painted finish on *repaired* areas shall closely match existing areas for both colour and sheen. Differences due to dye lot variations are acceptable.

REMARKS

Exterior doors may require that edge surfaces be painted to discourage moisture entry into the door assembly or to prevent warping. The *builder* is obligated to paint and install the door as described in the manufacturer's installation manual to maintain the manufacturer 's *warranty*.

NOTES



6.21 Plastic moulding on exterior door is deformed or discoloured

ACCEPTABLE PERFORMANCE / CONDITION

The plastic mouldings on exterior doors shall not be deformed or discoloured when the door is installed in accordance with the manufacturer's installation instructions and recommendations.

WARRANTY

12 Months - Workmanship and Material

Damage caused by *improper maintenance* or material, design or work supplied by the *homeowner* is not covered by the *warranty*.

Installing a storm door in front of an exterior door voids this *warranty* due to the possibility of excessive heat build-up, which will warp or discolour the plastic moulding.

ACTION

Exterior door mouldings not meeting the acceptable performance / condition shall be repaired.

REMARKS

Generally, exterior door manufacturers indicate storm doors are not to be installed over metal exterior doors. Heat buildup between a storm door and the exterior door can increase significantly, damaging any heat-susceptible parts such as plastic mouldings around a window insert or decorative surface-applied mouldings. The *homeowner* is also cautioned to follow manufacturer's recommendations on maintenance and painting the mouldings a dark colour, with or without the use of a storm door; dark-coloured moulding is likely to deform and should be avoided.

NOTES



6.22 Exterior Door Hardware or Decorative Metal Trim Has Discoloured

ACCEPTABLE PERFORMANCE / CONDITION

Finishes on door hardware and fixtures may discolour.

WARRANTY

None.

ACTION

None.

REMARKS

Some hardware may have a coating to inhibit discolouration. Maintaining protective coatings or removing discolouration is part of effective home maintenance. Oxidation and environmental pollutants can accelerate discolouration.



6.23 Filler plugs are not in place in the plastic moulding (over screw locations)

ACCEPTABLE PERFORMANCE / CONDITION

Filler plugs shall be installed if specified by the manufacturer.

WARRANTY

12 Months - Workmanship and Material

ACTION

Door mouldings not meeting the acceptable performance / condition at possession shall be repaired.

Painted finish on *repaired* areas shall closely match existing areas for both colour and sheen. Differences due to dye lot variations are acceptable.

REMARKS

If plugs are not provided by the manufacturer, they are beyond the *builder's* control and obligation and a filler or caulking may be used. This is an issue of product design specific to the moulding manufacturer. Some designs simply do not include plugs.

If plugs are *normal*ly included but were not installed, the *builder* is obligated to acquire and install them. After plug installation the *builder* will restore the original painted finish on the moulding installed by the *builder*.

NOTES



6.24 Garage doors do not operate properly

ACCEPTABLE PERFORMANCE / CONDITION

Overhead garage doors shall operate with relative ease and without binding.

An automatic garage door opener supplied and installed by the builder shall:

- Operate with relative ease and without binding, and
- Not interfere with the emergency manual operation of the door.

WARRANTY

12 Months - Workmanship and Material

Damage caused by *improper maintenance* or additions, deletions or alterations by the *homeowner* is not covered under the *warranty*.

Detached garages, other than those included as common property in multi-family buildings, are not covered under *warranty*.

ACTION

Garage doors not meeting the Acceptable Performance/Condition shall be repaired.

REMARKS

Proper operation of overhead garage doors should be confirmed at the Pre-delivery inspection and any malfunction should be noted on the PDI Form to avoid any dispute about whether the damage was caused by the builder. The builder is not responsible for the door operation if the homeowner has installed a garage door opener.

Homeowners are strongly cautioned not to adjust the weight compensation springs, which store considerable force and could cause life threatening injuries. Contact professional personnel for service.

NOTES



6.25 Overhead garage doors allow entrance of snow or water around their perimeters

ACCEPTABLE PERFORMANCE / CONDITION

Overhead garage doors to the exterior shall be installed as per manufacturer's specifications.

If weather stripping has been provided and installed by the *builder*, it shall be installed to meet the design function. While such weather stripping is designed to be compressed, it need not provide a weather tight seal and may allow snow and water to enter the garage; this is acceptable

WARRANTY

12 Months - Workmanship and Material

Damage caused by *improper maintenance* or additions, deletions or alterations by the *homeowner* is not covered under the *warranty*.

Detached garages, other than those included as common property in multi-family buildings, are not covered under *warranty*.

ACTION

Overhead garage doors not meeting the acceptable performance / condition shall be repaired.

REMARKS

None.

NOTES



6.26 Hinges are Painted

ACCEPTABLE PERFORMANCE / CONDITION

Unless specified in the Agreement of Purchase and Sale or contract, hinges shall not be painted.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

ACTION

Hinges not meeting the acceptable performance shall be repaired.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home in order to establish that the damage occurred pre-*possession*.

NOTES



6.27 Interior door edge not painted

ACCEPTABLE PERFORMANCE / CONDITION

Where an interior door is intended to be painted and the door edges are visible, they shall also be painted.

WARRANTY

12 Months - Workmanship and Material

ACTION

Doors not meeting the acceptable performance/condition guideline shall be repaired.

REMARKS

Where doors can be viewed from other levels (e.g., landings, platforms, stairs), all visible surfaces shall be painted. This condition does not apply to situations relating to custom finishes.

NOTES



WINDOWS

6.28 Window or door glass or screens are scratched or damaged

ACCEPTABLE PERFORMANCE / CONDITION

Windows or door glass or screens shall be free of *readily apparent* scratches or damages when viewed from a standing position, 10 feet (3.0 metres) from the window, under *normal*, indirect daylight viewing conditions at the time of the *Pre-delivery inspection*.

WARRANTY

When reported on the Pre-delivery inspection Form:

Damage noted <u>after possession</u> is not covered under *warranty*.

12 Months - Workmanship and Material

Damage due to improper maintenance and normal wear and tear is not covered under the warranty.

Film or foil installed on the surface of the glass can cause a thermal break resulting in either seal failure or glass breakage and will void the *warranty*.

ACTION

Window glass not meeting the acceptable performance / condition at possession shall be repaired.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home in order to establish that the damage occurred pre-*possession*.

The Canadian Standards Association publishes a standard for glass *defects* that is recognized throughout the industry which is the basis for the acceptable performance / condition.

NOTES



6.29 Glass is cracked as a result of stress due to movement/settlement

ACCEPTABLE PERFORMANCE / CONDITION

Windows shall be installed so that glass does not crack due to unusual stress caused by movement or building settlement.

WARRANTY

12 Months - Workmanship and Material

Film or foil installed on the surface of the glass can cause a thermal break resulting in either seal failure or glass breakage and will void the *warranty*.

ACTION

Window glass not meeting the acceptable performance / condition shall be repaired.

REMARKS

None.

NOTES



6.30 The interior or exterior of a window or door frame exhibits chips, cracks, scratches, or gouges

ACCEPTABLE PERFORMANCE / CONDITION

Window and door frames shall be generally free from *readily apparent* chips, cracks, scratches and gouges when viewed under *normal* viewing and *normal lighting* conditions at the time of the *Pre-delivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

Damage noted <u>after possession</u> is not covered under warranty.

12 Months - Workmanship and Material - Workmanship and Material

Damage resulting from *normal wear and tear* is not covered under *warranty*.

ACTION

Chips, cracks, scratches, and gouges identified at possession shall be repaired.

Localized *repairs* are acceptable.

Repairs shall be similar in colour to the original. Some variation in the colour should be expected and is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home in order to establish that the damage occurred pre-*possession*.

NOTES



6.31 Window is exhibiting condensation on the interior glass surface

ACCEPTABLE PERFORMANCE / CONDITION

Condensate will *naturally* form on the inside face of windows at or below dew point. The extent of condensation is resultant upon the outdoor temperature and the relative *humidity* of indoor air.

WARRANTY

None.

ACTION

None.

REMARKS

Wipe all condensation from surfaces as required. This is considered required homeowner maintenance.

Condensation is a natural occurrence when interior air, laden with sufficient humidity, comes in contact with a surface that is sufficiently cold. Condensation on windows is a natural occurrence and will correct itself when the outside air temperature increases and/or when indoor relative humidity decreases.

Control of interior *humidity* and understanding how to use your ventilation appliance (HRV or principal ventilation fan) to reduce condensation in your home is the responsibility of the *homeowner*. Review all HVAC maintenance manuals to understand how to use these appliances as the seasons change.

Please refer to NHWICC's *Guide* to Care and Maintenance of your *New Home* for further information on controlling condensation.



6.32 Condensation is forming between factory sealed windowpanes

ACCEPTABLE PERFORMANCE / CONDITION

Sealed window units shall be free from condensation between the panes.

WARRANTY

12 Months - Workmanship and Material

Film or foil installed on the surface of the glass can cause a thermal break resulting in either seal failure or glass breakage and will void the *warranty*.

ACTION

Window units not meeting the acceptable performance / condition shall be replaced.

REMARKS

Condensation between panes indicates the airtight seal around the edge of the glass panes has been compromised. Window manufacturers may have specific extended warranties to cover the integrity of window seals. Refer to the *Manufacturer's warranty* document.

NOTES



6.33 Mildew or fungus is visible on interior surfaces of door and/or window frames

ACCEPTABLE PERFORMANCE / CONDITION

Mould or mildew is common in the natural environment and can often form on interior window or door surfaces if conditions allow. This is not considered to be a *new home* construction *defect*.

WARRANTY

None.

ACTION

None.

REMARKS

Wipe all condensation from surfaces as required. This is considered required homeowner maintenance.

Mildew and fungus often occur when indoor *humidity* levels are high. Ventilation of rooms and spaces can help control indoor *humidity*.

Control of interior *humidity* and understanding how to use your ventilation appliance (HRV or principal ventilation fan) to reduce condensation in your home is the responsibility of the *homeowner*. Review all HVAC maintenance manuals to understand how to use these appliances as the seasons change.



6.34 Windows malfunction

ACCEPTABLE PERFORMANCE / CONDITION

Windows and related hardware shall be installed to operate with reasonable ease.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance*, or alterations, deletions or additions made by the *homeowner* is not covered under *warranty*.

ACTION

Windows not meeting the Acceptable Performance/Condition shall be repaired.

REMARKS

Windows require regular maintenance for optimum performance. Clean and lubricate window hardware annually. Wood framed windows will require greater maintenance; refinishing of the exterior surfaces may require annual care.

NOTES



6.35 Window glazing stop is dislodged

ACCEPTABLE PERFORMANCE / CONDITION

Interior or exterior window glazing stops should not become dislodged.

WARRANTY

12 Months - Workmanship and Material

ACTION

Exterior window glazing stops not meeting the Acceptable Performance/Condition shall be repaired.

Where repairs are made, an exact match of colour, finish, grain, sheen or texture may not be possible.

Seasonal conditions may delay the timing of repairs.

REMARKS

None.

NOTES



6.36 Window(s) are dirty

ACCEPTABLE PERFORMANCE/CONDITION

This is not a *defect*

WARRANTY

None

ACTION

None

REMARKS

Cleaning of windows or general cleaning of the home is a *contractual* issue between the *homeowner* and *builder*. This is not covered under *warranty*.

NOTES



7. Finishes/Exterior

7.1 Siding is bowed or wavy

ACCEPTABLE PERFORMANCE/CONDITION

Siding shall be installed in keeping with the *Building Code* and according to the manufacturer's requirements in order to accommodate thermal movement and anticipated shrinkage of the structure to which it is attached. While some minor waviness may occur with temperature and moisture changes, siding shall be free from excessive bows and waviness when viewed in *normal* light. Varying lighting conditions can exaggerate minor variations in siding profile and texture.

Where local distortion is caused by bowed framing, the deviation of the bow measured from the *specified* plane shall not exceed 20 mm (3/4) over a distance of 1.2 m (4).

WARRANTY

12 Months - Workmanship and Material

Defects in materials, work or design supplied by the *homeowner* or damage resulting from *improper* maintenance are not included under warranty.

ACTION

Bowed or wavy siding exceeding the Acceptable Performance/Condition shall be repaired.

Repaired areas shall match the existing material for colour, finish or texture as closely as possible; variation between dye lots is acceptable.

REMARKS

Siding that is intended to have paint and/or sealer requires regular inspection and maintenance to ensure continuity of the protective layer.

Elevated moisture levels can cause wood or hardboard siding to bow. Varying lighting conditions can exaggerate minor variations in siding profile and texture. Minor waviness due to *normal* fluctuations in *humidity* are acceptable.

NOTES



7.2 Siding joints not tight.

ACCEPTABLE PERFORMANCE/CONDITION

Wood, cementitious, hardboard or other panel-type siding shall be installed in accordance with the manufacturer's requirements with gaps at joints to allow for expansion as required.

Gaps at joints or transitions may allow for expansion and help prevent buckling, however, joints shall be suitably protected to prevent water penetration.

Caulking, slip sheets, back flashing or attaching battens over the joints are ways to protect the joints from water penetration.

WARRANTY

12 Months - Workmanship and Material

2 to 5 years if resulting in unintended water penetration

Unintended water penetration resulting from failure to perform regular maintenance or *normal wear and tear* is not covered under *warranty*.

Normal shrinkage of materials caused by drying after construction is not covered under warranty.

ACTION

Wood or hardboard or other panel-type siding joints not meeting the Acceptable Performance/Condition shall be *repaired*.

Where *repairs* are required, colour, finish, grain, sheen or texture may not have an exact match; this is acceptable.

Seasonal conditions may affect the timing of repairs.

REMARKS

Siding that is intended to have paint and/or sealer requires regular inspection and maintenance to ensure continuity of the protective layer. Wood, hardboard or panel-type siding can be expected to expand and *contract* with fluctuations in outdoor temperature and *humidity*; gaps in joints may be required to prevent buckling. Caulking or attaching battens over the joints are ways to protect the joints from water penetration. Where rain screen principles are used in the cladding design, the sealing may be behind the surface of the cladding.

Keep tree branches, shrubs and plants away from siding.



7.3 Wood, hardboard or panel-type siding fasteners are excessively countersunk

ACCEPTABLE PERFORMANCE/CONDITION

Siding fasteners shall be installed in accordance with the manufacturer's specifications and shall not expose hardboard siding fibre.

WARRANTY

12 Months - Workmanship and Material

ACTION

Caulk or filler is an acceptable repair.

REMARKS

Nails that have been excessively countersunk detract from the overall appearance of the finished surface. This condition can lead to premature deterioration of the siding by allowing water to accumulate in the holes left by the nail heads.

NOTES



7.4 Plywood or veneer siding has delaminated

ACCEPTABLE PERFORMANCE/CONDITION

Siding shall not delaminate when installed in accordance with the manufacturer's installation instructions.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from normal wear and tear is not covered under warranty

ACTION

Siding that does not meet the acceptable performance/condition guideline shall be repaired.

Localized *repairs* shall be finished to closely match the *cosmetics* of the adjacent surface.

REMARKS

Siding that is intended to have paint and/or sealer requires regular *homeowner* inspection and maintenance to ensure continuity of the protective layer. *Homeowners* have a responsibility to mitigate damages and inform the *builder* of siding de-lamination that could create *consequential damages*.

NOTES



7.5 Fastener has stained the wood siding

ACCEPTABLE PERFORMANCE/CONDITION

Fasteners shall be corrosion-resistant and compatible with the siding material in accordance with the *Building Code* and manufacturer's requirements.

WARRANTY

12 Months - Workmanship and Material

ACTION

Siding fasteners not meeting the acceptable performance / condition shall be repaired or replaced.

REMARKS

Fasteners can be expected to weather, oxidize and discolour with exposure to the elements. A marginal amount of associated staining around the fastener may occur due to particulates and dust in rainwater. Minor oxidation does not impair the performance of the fasteners.

NOTES



7.6 Siding is not installed in a straight line

ACCEPTABLE PERFORMANCE/CONDITION

Siding shall be installed with individual pieces in visible general parallel alignment when observed from a *normal viewing position*.

WARRANTY

12 Months - Workmanship and Material

ACTION

Siding not meeting the acceptable performance/condition guideline shall be repaired.

REMARKS

With any type of siding or cladding such as lap siding that requires repetitive parallel alignment from one course (row) to the next, the installer must make minor adjustments to keep the entire elevation in general visual alignment. Adjustments of this nature are *normal*. Wavy-edged siding is more tolerant of adjustments while maintaining an acceptable appearance. Structural cambers shall be taken into consideration when evaluating alignment.

NOTES



7.7 Exposed edges of wood or engineered wood battens or trim pieces are unfinished

ACCEPTABLE PERFORMANCE/CONDITION

Unfinished edges of engineered wood battens or trim exposed to view shall be finished to prevent water damage to the board.

WARRANTY

12 Months - Workmanship and Material

ACTION

Battens or trim not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall match the existing material for colour, finish or texture as closely as possible; variation between dye lots is acceptable.

REMARKS

Some engineered battens are pre-finished with primer to limit water absorption into the batten. Boards that are cut to size as they are installed result in un- primed surfaces at the cut edge. These un-primed edges are more prone to water absorption. This may lead to swelling and early deterioration of the batten, leaving the wall behind more susceptible to moisture penetration.

NOTES



7.8 Colour of vinyl or aluminium siding trim and accessories do not match that of the siding colour.

ACCEPTABLE PERFORMANCE/CONDITION

Fasteners or accessories that are used to secure aluminium or vinyl siding or trim may not match the siding or trim colour due to manufacturing limitations. Such conditions are primarily aesthetic rather than a *defect*.

WARRANTY

None.

ACTION

None.

REMARKS

Fasteners or accessories are generally made in fewer standard colours than siding products.



7.9 Aluminum or Vinyl siding colour is faded

ACCEPTABLE PERFORMANCE/CONDITION

Vinyl siding shall not fade or discolour in an uneven or random manner on an elevation when viewed from a distance of 6 m (20') under *normal lighting* conditions.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear* is not included under *warranty*.

ACTION

Vinyl siding not meeting the Acceptable Performance/Condition shall be repaired.

Repaired areas shall match the existing material for colour, finish or texture as closely as possible; variation between dye lots is acceptable.

REMARKS

Vinyl siding may fade with time and exposure to sunlight. Areas of intense, direct sunlight exposure will tend to fade faster than other more shaded areas.

Do not place hot barbeques or outside cookers near siding.

NOTES



7.10 Aluminium or vinyl siding, trim or accessory is loose or detached

ACCEPTABLE PERFORMANCE/CONDITION

Aluminium or vinyl siding, trim and accessories shall not become displaced or detached from the *substrate* under *normal* weather conditions and must be installed in accordance with the manufacturer's specifications.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from an act of nature is not covered under warranty

ACTION

Aluminium or vinyl siding and associated trim and accessories not meeting the acceptable performance / condition shall be *repaired*.

Repaired areas shall match the existing material for colour, finish or texture as closely as possible; variation between dye lots is acceptable.

REMARKS

Aluminium and vinyl siding is intentionally not installed tight to the *substrate* allowing for thermal expansion and *contract*ion; however, it should not displace or detach under *normal* weather conditions.

NOTES



7.11 Siding has buckled

ACCEPTABLE PERFORMANCE/CONDITION

Siding shall be installed to prevent buckling. Gaps at joints or transitions may allow for expansion and help prevent buckling.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear* is not covered under *warranty*.

ACTION

Gaps in vinyl siding exceeding the acceptable performance / condition shall be repaired.

REMARKS

Vinyl siding shall be maintained in accordance with manufacturer's specifications.

Inspect Siding at least annually for water tightness and surface flaws.

Inspect caulking at least annually for failure.

NOTES



7.12 Exterior wood trim is split, bowed, twisted or cupped

ACCEPTABLE PERFORMANCE/CONDITION

Exterior wood trim may split, bow, twist or cup due to natural expansion, shrinkage and/or temperature extremes. Cracks, bows, twists or cups *readily visible* from 20 feet (6 meters) under *normal lighting* conditions, or those resulting in displacement or detachment, are considered excessive.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear* or is not covered under *warranty*.

Normal shrinkage of materials due to drying after construction is not covered under warranty.

ACTION

Trim not meeting the acceptable performance/condition guideline shall be repaired.

Filler and paint are an acceptable *repair* for minor cracks or splits. Minor colour variances are inherent in these *repairs* and are acceptable.

REMARKS

NA

NOTES



7.13 Wood siding, shakes, or shingles have resin bleed

ACCEPTABLE PERFORMANCE/CONDITION

Where full-covering or opaque stains are used over wood shakes or shingles, bleed through of resins or extractives shall not be visible when viewed, without magnification, from a minimum perpendicular distance of 20 feet (6 meters) under *normal lighting* conditions and from a *normal viewing position*.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear* is not included under *warranty*

ACTION

Wood shakes and shingles that do not meet the acceptable performance / condition shall be *repaired*.

REMARKS

Some bleed-through of knots or other naturally occurring features can be expected in wood shakes over time. The reoccurrence of these features through full-covering or opaque stains may be dependent on the direction the roof faces and/or exposure to sunlight.

NOTES



7.14 Cracks appear in exterior stucco wall surfaces

ACCEPTABLE PERFORMANCE/CONDITION

Minor hairline cracks due to *normal* shrinkage of the material is *normal*. Cracks *readily visible* from a distance of 20 feet (6 meters) or in excess of 3/32 inch (2 mm) in width are considered excessive.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear* or is not covered under *warranty*.

ACTION

Stucco not meeting the acceptable performance / condition shall be repaired.

The colour or texture of *repaired* areas shall match the existing so as not to be *readily apparent* from a distance of 20 feet (6 m) under *normal lighting* conditions.

REMARKS

Stucco includes traditional Portland cement-based stucco as well as synthetic stucco whether forming part of an exterior insulation and finish system (EIFS) or not. Caulking and sealants require regular maintenance to ensure effectiveness.

Damage caused by repeated exposure to water from dripping hose bibs or overspray from sprinkler systems is not considered a *warrantable defect*.

Consideration must be given to the extent of cracking and the *cosmetics* of a local *repair* versus retexturing the entire, immediate wall.

NOTES



7.15 Stucco colour or texture is inconsistent across the wall

ACCEPTABLE PERFORMANCE/CONDITION

The colour and texture of stucco shall be generally *uniform* across the façade when viewed from a *normal viewing* distance of 20 feet (6 meters) under *normal lighting* conditions.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear* or is not covered under *warranty*.

ACTION

Stucco not meeting the acceptable performance / condition shall be repaired.

The colour or texture of *repaired* areas shall match the existing so as not to be *readily apparent* from a distance of 20 feet (6 m) under *normal lighting* conditions.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home.

Colour variation is *normal* as all colours fade with exposure to sunlight. The texture applied to stucco induces deep shading that defines the character of stucco and is not considered a *defect*. Variations attributed to shadows cast from trees and adjacent buildings are considered environmental *normal wear* and tear and not covered by the *warranty*.

Discolouration and mineral deposits caused by repeated exposure to water from dripping hose bibs or overspray from sprinkler systems is beyond the *builder's* control and not warrantable.

NOTES



7.16 Exterior stucco is separating or falling off the *substrate*

ACCEPTABLE PERFORMANCE/CONDITION

Stucco on exterior walls shall not separate or fall from the base *substrate*.

WARRANTY

12 Months - Workmanship and Material

2 to 5 years for unintended water penetration

Unintended water penetration resulting from failure to perform regular maintenance or *normal wear and tear* is not covered under *warranty*.

ACTION

Stucco finish not meeting the acceptable performance / condition shall be repaired.

The colour or texture of *repaired* areas shall match the existing so as not to be *readily apparent* from a distance of 20 feet (6 m) under *normal lighting* conditions.

REMARKS

Stucco separating from its base may indicate an issue with trapped moisture or adjacent flashing details. The contributing cause for the *defect* should be ascertained before proceeding with *repairs*.

Caulking and sealants around windows and wall openings require regular *homeowner maintenance* to keep moisture from entering stucco and adjacent cladding materials.

NOTES



7.17 Tefflorescence (a whitish crystalline powder) is present on masonry exterior surfaces

ACCEPTABLE PERFORMANCE/CONDITION

Efflorescence commonly occurs on masonry surfaces and is normal.

Large concentrations of efflorescence that recur after initial cleaning and that are visible from a minimum distance of 6 m (20') under *normal lighting* conditions and from a *normal viewing position* may require further investigation.

WARRANTY

12 Months - Workmanship and Material

Efflorescence resulting from additions, deletions or alterations made by the *homeowner* or *improper maintenance* is not covered under *warranty*.

ACTION

If it is determined that a *defect* in work or material is the cause of the efflorescence, *repairs* shall be made.

REMARKS

Efflorescence is the formation of a typically white crystalline deposit on the surface of masonry when moisture evaporates from the surface. Efflorescence can be removed using a stiff bristle brush and water. Efflorescence tends to diminish over time.

Dark-coloured bricks tend to exaggerate the appearance of efflorescence. Localized areas of efflorescence may be linked to ab*normal* sources of moisture. Salt and de-icers may also contribute to efflorescence and in that case the item is not warrantable.

NOTES



7.18 Parging is falling off above grade

ACCEPTABLE PERFORMANCE/CONDITION

Hairline shrinkage cracks are *normal* in parged surfaces, parging that is separating from the concrete or concrete block base is not acceptable.

WARRANTY

12 Months - Workmanship and Material

Cracks resulting from *normal* shrinkage of materials due to *normal* drying after construction are not covered under *warranty*.

ACTION

Foundation parging not meeting the Acceptable Performance/Condition shall be repaired.

The colour, finish or texture of a *repaired* area may not be an exact match with the surrounding concrete or parging; this is acceptable

REMARKS

Parging is not a *Building Code* requirement and absence of parging is not covered under *warranty*.

High pressure washers can remove parging and cause unintended water penetration into the home.

NOTES



7.19 Exterior paint, stain or clear finish blisters and peels on vertical surfaces

ACCEPTABLE PERFORMANCE/CONDITION

Exterior paint, stain or clear finishes on vertical surfaces shall not deteriorate to the extent of exposing the *substrate* beneath, surfaces subject to foot traffic are exempt from this requirement.

Maintenance of horizontal deck finishes is the responsibility of the *homeowner*. *Normal wear and tear* resulting in changes to the finish is not considered a *defect*.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear* is not covered under *warranty*.

ACTION

Paint or stain not meeting the acceptable performance / condition shall be repaired.

Repairs shall be similar in colour to the original, however, some variation in the colour should be expected and is acceptable.

REMARKS

Weathering of painted, stained or clear-coated exterior surfaces is *normal*. Discolouration of the wood beneath is evidence of failed clear finish. Excessive moisture in the *substrate* can contribute to premature finish deterioration.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



7.20 Exterior painted surface finish is inconsistent

ACCEPTABLE PERFORMANCE/CONDITION

A properly painted surface (has consistent colour, appearance and cover) shall be provided on every exposed surface where a painted finish is specified. A properly painted exterior surface shall be assessed from a perpendicular angle, at a normal viewing distance of 20 feet (6 meters) under normal lighting conditions.

WARRANTY

12 Months - Workmanship and Material - Workmanship and Material

Damage from *normal* weathering, *wear* and tear or *improper* maintenance is not covered under *warranty*.

ACTION

Where a painted surface does not meet the acceptable performance / condition repairs shall be made.

Brush marks are acceptable in cut-in areas and on trim. The appearance of brush marks may vary in appearance with paint type and gloss. Repainted areas shall closely match the adjacent finished surface for colour, sheen and texture. Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable

REMARKS

Natural lighting conditions throughout the day will change the appearance of a painted surface. Direct sunlight glancing near parallel to the wall is not *normal lighting*.

If the *repair* involves a significant proportion of the surface, the larger immediate area should be refinished.

High pressure washers can remove paint, damage exterior surfaces and cause unintended water penetration into the home.

NOTES



7.21 Exterior paint or stain on *repaired* exterior areas does not match

ACCEPTABLE PERFORMANCE/CONDITION

Repainted or re-stained areas shall closely match the original finished surface for colour and sheen. The repainted areas shall be assessed from a *normal viewing* distance of 20 feet (6 meters) under *normal lighting* conditions.

WARRANTY

12 Months - Workmanship and Material

ACTION

Repainted areas not meeting the acceptable performance / condition shall be repaired.

REMARKS

Exact matches cannot be reasonably expected due to aging and environmental conditions.

NOTES



7.22 Exterior paint or stain has faded

ACCEPTABLE PERFORMANCE/CONDITION

Exterior paint and stain shall not fade or discolour in an uneven or random manner when viewed without magnification from a *normal viewing* distance of 20 feet (6 meters) under *normal lighting* conditions

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear, improper maintenance*, or alterations, deletions or additions by the *homeowner* is not covered under *warranty*

ACTION

Exterior paints and stains not meeting the acceptable condition shall be repaired.

REMARKS

Fading of exterior paints and stains is *normal* and the degree of fading depends on environmental conditions, e.g., southern exposures. Exact matches of repainted areas cannot be expected due to aging and environmental soiling of the original finish. The degree of colour fade is greatly influenced by the intensity of the paint colour selected.

NOTES



7.23 Paint, concrete or other substances is splattered on surfaces not intended for these exterior finishes

ACCEPTABLE PERFORMANCE/CONDITION

Exterior surfaces shall be free of unwanted splatters from paint, concrete or other substances when viewed under a *normal viewing* distance of 20 feet (6 meters) under *normal lighting* conditions.

WARRANTY

12 Months - Workmanship and Material

ACTION

Surfaces not meeting the acceptable performance / condition at possession shall be repaired.

REMARKS

None.



7.24 Mould or mildew is visible on exterior painted surfaces.

ACCEPTABLE PERFORMANCE/CONDITION

Mould or mildew is common in the natural environment and can often form on painted surfaces if conditions allow. This is not a defect.

WARRANTY

None.

ACTION

None.

REMARKS

Mould or mildew can usually be removed from exterior painted surfaces during *normal* home maintenance.

NOTES



7.25 Siding exhibits surface residue

ACCEPTABLE PERFORMANCE/CONDITION

Surface residue may accumulate on siding during construction; this is acceptable.

WARRANTY

None.

ACTION

None.

REMARKS

It is common for surface residue (typically brown) to appear on the exterior surfaces of siding. This residue does not affect the performance of the siding.

Accumulation of dust and dirt on the siding due to construction conditions is not considered a *defect*. Cleaning of the siding after commencement of *warranty* is considered a *homeowner maintenance* item.



8. Finishes/Interior

8.1 Interior paint surface finish is inconsistent

ACCEPTABLE PERFORMANCE/CONDITION

A properly painted surface (has consistent colour, appearance and cover) shall be produced on every exposed interior surface where a painted finish is specified. A properly painted surface shall be assessed, without magnification by from a minimum perpendicular distance of 5 feet (1.5 meters) under normal lighting conditions and from a normal viewing position.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from normal wear and tear is not covered under warranty

ACTION

Painted surfaces not meeting the acceptable performance / condition shall be repaired.

Repainted areas shall closely match the adjacent finished surface for colour, sheen and texture since an exact match may not be possible. If the *repair* involves a significant proportion of the surface, the larger immediate area should be refinished. Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable. Brush marks are acceptable in cut-in areas and on trim and may vary in appearance with paint type.

REMARKS

Natural lighting conditions throughout the day will change the appearance of a painted surface. Direct sunlight glancing near parallel to the wall is not *normal lighting*.

Streaking on paint finish due to condensation is not a *warrantable defect* and usually the result of high levels of *humidity* in bathrooms. Bath and ventilation fans should be operated for longer periods of time to help prevent this occurrence.

NOTES



8.2 Paint or stain on repaired interior areas does not match

ACCEPTABLE PERFORMANCE/CONDITION

Repainted or re-stained areas shall match the original finished surface for colour, finish, grain, sheen and texture as closely as possible. Some surfaces, wood for example, absorb paint or stain differently causing variations in colour, grain, sheen and texture and may not match.

The repainted or stained surfaces shall be assessed, without magnification by from a minimum perpendicular distance of 5 feet (1.5 meters) under *normal lighting* conditions and from a *normal viewing position*.

WARRANTY

12 Months - Workmanship and Material - Workmanship and Material

ACTION

Repainted areas not meeting the acceptable performance / condition shall be repaired.

If the affected area is part of a sizeable proportion of the area involved, the larger immediate area should be refinished.

REMARKS

Exact matches cannot be reasonably expected due to aging and environmental conditions.

NOTES



8.3 Clear interior finishes have deteriorated

ACCEPTABLE PERFORMANCE/CONDITION

Clear interior finishes shall not deteriorate to the extent that they expose the *substrate* beneath.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear* is not covered under *warranty*

ACTION

Clear finishes not meeting the acceptable performance / condition shall be repaired.

Clear finish on *repaired* areas shall closely match existing areas for both colour and texture. Differences due to dye lot variations are acceptable.

REMARKS

The use of inappropriate household cleaners, abrasives, soaps and wood conditioners may contribute to discolouration and premature deterioration of finishes. Deterioration from *abuse* or inappropriate cleaners is excluded from the *warranty*.

Virtually all applied finishes will fade when exposed to sunlight over time. Areas of intense, direct sunlight exposure will tend to fade faster than other, more shaded areas. Direct sunlight may cause the underlying *substrate* to fade and the clear finish to "yellow". Clear finishes on fine woods are influenced by the wood *substrate* and the moisture balance in that wood.

The *homeowner* is to maintain proper *humidity* levels within the home especially during cold weather. Damage to interior finishes due to excessive condensation is not a *warrantable defect*.

NOTES



8.4 Paint, grout or other substances is splattered on surfaces not intended to be painted

ACCEPTABLE PERFORMANCE/CONDITION

Interior surfaces not intended to be painted shall not have paint, grout or other substances splattered when viewed under *normal lighting* conditions from a *normal viewing position*.

WARRANTY

12 Months - Workmanship and Material

ACTION

Surfaces not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

None.

NOTES



8.5 Wall cover is Peeling

ACCEPTABLE PERFORMANCE/CONDITION

Wallcoverings shall not peel or de-bond from the underlying surface

High *humidity* levels can create conditions causing wall coverings to peel.

WARRANTY

12 Months - Workmanship and Material

Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is not included under *warranty*.

Damage resulting from *improper maintenance* or from additions, deletions or alterations made by the owner is not covered under *warranty*.

ACTION

Wallcoverings not meeting the acceptable performance / condition shall be repaired.

REMARKS

High *humidity* levels can create conditions that can cause wallcoverings to peel. Ventilation of rooms and spaces can help control indoor *humidity*.

NOTES



Patterns in wall coverings are mismatched at the edges

ACCEPTABLE PERFORMANCE/CONDITION

Wall coverings installed by the *builder* shall be installed to achieve a generally *uniform* appearance when viewed under *normal lighting* conditions and from a *normal viewing position* at the time of the *Pre-delivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

Additions, deletions or alterations by the *homeowner* are not covered under *warranty*.

ACTION

Wall coverings not meeting the acceptable performance / condition at possession shall be repaired.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home.

NOTES



8.6 Caulking has separated from the *substrate*

ACCEPTABLE PERFORMANCE/CONDITION

Where caulking is required, it shall not peel or detach from the *substrate*.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* and *normal wear and tear* is not included under *warranty*.

ACTION

Sealant installations not meeting the acceptable performance / condition shall be repaired.

REMARKS

The homeowner should report a sealant defect to the builder as soon as possible to mitigate damages.

After the *warranty* period, the integrity of the sealant is the responsibility of the *homeowner* and should be reviewed for signs of deterioration as part of regular home maintenance.

NOTES



8.7 Water Penetration Behind Tile and Bathtub or Shower Enclosures

ACCEPTABLE PERFORMANCE/CONDITION

Joints between ceramic tiles and adjacent surfaces shall prevent water penetration.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* and *normal wear and tear* is not included under *warranty*.

ACTION

Wall tile installation not meeting the acceptable performance shall be repaired.

REMARKS

The owner must regularly inspect and maintain the soft caulked joints between the ceramic tiles and adjacent surfaces. Grout joints between individual ceramic tiles may deteriorate over time under *normal* use: periodic maintenance is required.

NOTES



8.8 A grout joint between tiles is cracked, separated, or is missing pieces

ACCEPTABLE PERFORMANCE/CONDITION

Grout between tiles should not exhibit cracks, separations or missing pieces that are *readily apparent* from a *normal lighting* and *normal viewing position*. Cracks in grout joints more than 1/16 inch (1.5 mm) in width shall be *repaired*.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* and *normal wear and tear* is not included under *warranty*.

ACTION

Missing or loose grout or excessive cracks not meeting the acceptable performance / condition shall be *repaired*.

Repaired sections of grout shall be of similar type and colour as the original installation. Minor colour variances between new and existing grout should be expected and is acceptable.

REMARKS

Minor cracks resulting from normal shrinkage caused by drying after construction or thermal expansion and contraction are acceptable. Hairline cracks are acceptable.

Should the *homeowner* recognize a grout *defect*, it should be reported to the *builder* as soon as possible to mitigate damages.

NOTES



8.9 Grout is not *uniform* in colour

ACCEPTABLE PERFORMANCE/CONDITION

In a room or defined area, the colour of grouted joints between ceramic tiles shall appear generally *uniform* in colour from a *normal viewing position* and under *normal lighting* at the time of the *Pre-delivery inspection*.

WARRANTY

When reported on the Pre-delivery inspection Form:

12 Months - Workmanship and Material

ACTION

Grout joints not meeting the acceptable performance / condition shall be repaired.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home.

Grout can be easily discoloured (especially lighter shades) by routine activities that are beyond the *builder's* control. Washing tile can discolour grout over time.

Sealing grout and maintaining that seal can greatly reduce grout discolouration and is a *homeowner* responsibility.

NOTES



8.10 Grout lines are not *uniform* in width.

ACCEPTABLE PERFORMANCE/CONDITION

In a room or defined area, the colour of grouted joints between ceramic tiles shall appear generally consistent and *uniform* in width from a *normal viewing position* and under *normal lighting* at the time of the *Pre-delivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

ACTION

Grout installations not meeting the acceptable performance / condition at possession shall be repaired.

REMARKS

This is a *cosmetic* issue. Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home in order to establish that the damage occurred prepossession.

In some unobvious instances a *builder* may alter the width of a grout line rather than exercising another option such as cutting the finished edge from the tile which may result in a less *cosmetically* appealing finish.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



8.11 Adjacent stone or tile surfaces are installed at different elevations

ACCEPTABLE PERFORMANCE/CONDITION

Adjacent stone or ceramic tiles shall be installed generally flush, taking into account the texture and intended aesthetic application of the finished surface. Variances exceeding 1/8 inch (3 mm) in elevation between adjacent tiles are considered excessive.

WARRANTY

12 Months - Workmanship and Material

ACTION

Tile installations not meeting the acceptable performance / condition shall be repaired.

Variations in tile colours due to different dye lots are to be expected when making *repairs*; this is acceptable

REMARKS

Some tiles are designed with irregular finished surfaces or irregular edge detailing, which may exaggerate the aesthetic appearance of the condition. Wider grout joints tend to blend tile height variations more than thinner grout lines.

NOTES



8.12 Tile or natural stone surfaces show distinctive "groupings" that *cosmetically* detract from a defined area

ACCEPTABLE PERFORMANCE/CONDITION

Ceramic tiles that are manufactured with the intention of producing a visually consistent surface shall be re-mixed and orientated during installation to produce an aesthetically and balanced surface that is generally *uniform* in appearance at the time of the *Pre-delivery inspection*.

Quarried stone tiles have veins, depth and colour that may vary tremendously, and such character markings are not *defects*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

ACTION

Tile installations not meeting the acceptable performance / condition at possession shall be repaired.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home. This is a *cosmetic* issue. The degree of non-*uniformity* is subjective and should be considered at *possession*.

Natural materials, such as shale, marble and granite cannot be positioned throughout the installation to provide a surface *uniform* in colour and character. Such variations are natural and acceptable.

NOTES



Gypsum Wallboard

9.1 Gypsum wallboard (drywall) surface blemishes including blisters in taped joints, trowel marks, excess joint compound and dents or gouges

ACCEPTABLE PERFORMANCE/CONDITION

Interior finished drywall (excluding garages and unfinished areas) shall be free of *readily apparent* surface blemishes and damage (dents and gouges) when viewed under *normal lighting* conditions from a *normal viewing position* at the time of the *Pre-delivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material; this is a one-time repair

Drywall finishes within garages and unfinished areas are not covered under *warranty* other than as required by the *Building Code*.

ACTION

Interior wall or ceiling surfaces not meeting the acceptable performance / condition shall be repaired.

Drywall blemishes identified on the *PDI* will be *repaired* and repainted. Drywall blemishes discovered after *warranty commencement* will be *repaired* and made paint/texture ready. Painting will be the responsibility of the *homeowner*.

Repainted areas shall closely match the adjacent finished surface for colour and sheen since an exact match may not be possible. Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable. Brush marks are acceptable in cut-in areas and on trim and may vary in appearance with paint type. Minor differences in texture of the *repaired* area and adjacent surface are expected and acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*.

Builders' specific policies with respect to drywall repair will vary.

NOTES



9.2 Gypsum wallboard (drywall) corners are uneven

ACCEPTABLE PERFORMANCE/CONDITION

Gypsum wallboard corners shall appear even and *uniform* when viewed under *normal lighting* conditions from a *normal viewing position* at the time of the *Pre-delivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

ACTION

Drywall corners noted at *possession* shall be *repaired* and repainted to closely match the original *builder*-applied finish.

Repainted areas shall closely match the adjacent finished surface for colour and sheen since an exact match may not be possible. Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable. Brush marks are acceptable in cut-in areas and on trim and may vary in appearance with paint type. Minor differences in texture of the *repaired* area and adjacent surface are expected and acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*.

Minor waviness may be more apparent in corners that are not right-angled which is acceptable.

Each wallboard corner is a site-finished detail, produced by hand, to contend with variations demanded by joining two or three planes into a visually acceptable installation.

NOTES



9.3 Interior wall or ceiling surfaces show nail/screw pops

ACCEPTABLE PERFORMANCE/CONDITION

Interior finished drywall (excluding garages and unfinished areas) shall be free from nail/screw pops that have broken the surface.

A small number of nail/screw pops and other minor surface imperfections are *normal* and usually result from *normal* shrinkage of materials due to drying after construction or *normal* settlement of the building and are not covered under *warranty*.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

Drywall finishes within garages and unfinished areas are not covered under *warranty* other than as required by the *Building Code*.

ACTION

Interior wall or ceiling surfaces not meeting the acceptable performance / condition shall be repaired.

Drywall nail/screw pops identified on the *PDI* will be *repaired* and repainted. Nail/screw pops discovered after *warranty commencement* will be *repaired* and made paint/texture ready. Painting will be the responsibility of the *homeowner*.

Repainted areas shall closely match the adjacent finished surface for colour and sheen since an exact match may not be possible. Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable. Brush marks are acceptable in cut-in areas and on trim and may vary in appearance with paint type. Minor differences in texture of the *repaired* area and adjacent surface are expected and acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*.

Builders' specific policies with respect to drywall repair will vary.

NOTES



9.4 Ceiling/wall joint separation commonly referred to as truss uplift

ACCEPTABLE PERFORMANCE/CONDITION

Cracks resulting from *normal* shrinkage is acceptable; crack width more than 5/32 inch (4 mm) is not acceptable.

Separation of the taped joints, not resulting in an open crack greater than 5/32 inch (4 mm) is acceptable and not a warranted *defect*.

WARRANTY

12 Months - Workmanship and Material

Cracks resulting from normal shrinkage of materials caused by drying after construction are not covered under warranty.

ACTION

Wall/ceiling junctions not conforming to the acceptable performance/condition *guide*line shall be *repaired* or concealed.

Where *repairs* are required, exact matches of colour, finish and/or texture may not be possible; this is acceptable. Seasonal conditions may delay the timing of *repairs*. Using a *repair* method that conceals the problem is acceptable (i.e., Crown moulding)

REMARKS

Truss uplift may occur when outdoor temperatures are colder than indoor temperatures. It can appear as a minor crack or a larger gap. *Repairs* should be deferred until such time as the truss returns to its original position.

NOTES



9.5 Gypsum wallboard (drywall) finishes for short walls

ACCEPTABLE PERFORMANCE/CONDITION

On wall lengths of 4 feet (1.2 m) or less the application of drywall corners and finish shall not deviate from the plane of the wall by more than 1/4 inch (6 mm) at the time of the *Pre-delivery inspection*.

WARRANTY

When reported on the Pre-delivery inspection Form:

12 Months - Workmanship and Material

ACTION

Short walls identified at *possession* and not meeting the acceptable performance / condition shall be *repaired*.

Gypsum wall board finish for shot wall not meeting the acceptable performance / condition shall be *repaired* and repainted.

Repainted areas shall closely match the adjacent finished surface for colour and sheen since an exact match may not be possible. Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable. Brush marks are acceptable in cut-in areas and on trim and may vary in appearance with paint type. Minor differences in texture of the *repaired* area and adjacent surface are expected and acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home.

Application of corner drywall finishes alter the plane of the wall and is acceptable. This situation is exaggerated on short walls and may be more *readily apparent* when viewed from an acute angle, or along the plane of the wall.

NOTES



9.6 Texture of Painted Gypsum Wallboard (drywall) Varies

ACCEPTABLE PERFORMANCE/CONDITION

Variations in the surface texture of finished gypsum wallboard are *normal*.

WARRANTY

None.

ACTION

None.

REMARKS

Wall and ceiling surfaces of gypsum wallboard consist of paper and joint compound. These materials accept paint finishes differently. Variations in texture of the final finish may result and are *normal*.

NOTES



9.7 Finished wood or metal surface is rough

ACCEPTABLE PERFORMANCE/CONDITION

Finished wood or metal surfaces that are grasped during *normal* use shall be *uniformly smooth*. Surfaces not touched during *normal* use shall appear *smooth* when viewed without magnification, from a minimum distance of 5 feet (1.5 meters) under *normal lighting* conditions and from a *normal viewing position*.

WARRANTY

12 Months - Workmanship and Material

ACTION

Surfaces not meeting the acceptable performance/condition guide line shall be repaired and refinished to make smooth.

REMARKS

The open grain in some wood surfaces tends to show a rough appearance yet feel *smooth*; this is a natural property of wood and is acceptable.

NOTES



9.8 Ceiling is Uneven

ACCEPTABLE PERFORMANCE/CONDITION

Where an isolated sag, bulge or area of waviness appears within a room or space and is not a structural problem, the variation from the *specified plane* shall not exceed 1/2 inch (12 mm).

WARRANTY

12 Months - Workmanship and Material

Undulations caused by *normal* shrinkage of materials due to drying after construction is not covered under *warranty*.

ACTION

Sags or waves in ceilings greater than the acceptable performance / condition shall be repaired.

Where *repairs* are required, exact matches of colour, finish and/or texture may not be possible; this is acceptable.

REMARKS

Even when installed according to the *Building Code*, it is not unusual to see undulation in drywalled ceilings due to joint finishing. This occurrence can be exaggerated by particular or critical lighting conditions and glossy finishes.

Spray-applied textures and matte finishes minimize this condition.

Some undulations may also be caused by truss uplift and applying ceiling drywall over major structural components such as beams.

NOTES



9.9 Ceiling finish exhibits variation in texture or pattern

ACCEPTABLE PERFORMANCE/CONDITION

In a room or area, the ceiling finish texture (i.e., stipple) or pattern shall appear generally *uniform* when observed under non-glancing, *normal lighting* conditions from a *normal viewing position*.

WARRANTY

12 Months - Workmanship and Material

ACTION

Ceiling texture not meeting the acceptable performance / condition shall be repaired.

Repairs shall be similar in colour and pattern to the original ceiling finish. Some variation in the colour should be expected. A localized *repair* is acceptable.

REMARKS

Ceiling texture is a site-applied, finish and variation is inherent to the process. Minor variation in texture is *normal* with randomly applied finishing materials.

NOTES



9.10 Interior wall or ceiling surfaces show cracks

Interior cracks resulting from *normal* drying and shrinkage of the framing components and *normal* settlement is not a warranted *defect* and are acceptable; Drywall cracks are considered *defects* when they are greater than 3/32 inch (2 mm) in width or a tape/bead separation is greater than 3/32 inch (2 mm) from the surface

Extreme cracking more than 1/4 inch (6mm) in width may be an indication that the home should be investigated to determine if the cause is a *structural defect*.

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair

Cracks resulting from *normal* shrinkage of materials caused by drying after construction are not covered under *warranty*

Drywall finishes within garages and unfinished areas are not covered under *warranty* other than as required by the *Building Code*.

ACTION

Interior wall or ceiling surfaces not meeting the acceptable performance / condition shall be repaired.

Drywall cracks identified on the *PDI* will be *repaired* and repainted. Cracks discovered after *warranty commencement* will be *repaired* and made paint/texture ready. Painting will be the responsibility of the *homeowner*.

Repainted areas shall closely match the adjacent finished surface for colour and sheen since an exact match may not be possible. Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable. Brush marks are acceptable in cut-in areas and on trim and may vary in appearance with paint type. Minor differences in texture of the *repaired* area and adjacent surface are expected and acceptable.

REMARKS

Cracks are not unusual in drywall compounds at joints particularly at corners. Most cracks are the result of *normal* shrinkage or settlement and are not considered to be *defects*.

Builders' specific policies with respect to drywall repair will vary.

NOTES



9.11 Water from melting frost in unheated attic spaces has appeared on finished surfaces in the interior of the home

ACCEPTABLE PERFORMANCE/CONDITION

Water from melting frost in unheated attic spaces shall not appear on finished surfaces in the interior of the home.

WARRANTY

12 Months - Workmanship and Material

2 to 5 years for unintended water penetration

ACTION

Where the integrity of the ceiling air/vapour barrier has not met the acceptable performance / condition, the barrier, and any resulting damage due to water ingress shall be *repaired*.

Repairs shall be similar in colour and pattern to the original ceiling finish. Some variation in the colour should be expected.

REMARKS

During periods of extended cold weather, moisture from the living space or outside sources carried by air movement can accumulate as frost on the underside of roof trusses and sheathing. The degree of frost accumulation is related to the relative *humidity* of the house air, the rate of air movement into the attic and the length of the cold spell. When temperatures rise above freezing, this build-up may melt faster than the attic's ventilation system is able to exhaust the accumulated moisture.

Homeowners have a responsibility to mitigate damage by reducing humidity levels in their homes during cold weather. Although builders can minimize the moisture reaching the attic by ensuring the air/vapour barrier is as continuous as possible, air leakage into the attic cannot be eliminated. Even a small air leak can deposit a significant amount of moisture over a long cold spell if the moisture content of the air is high.

Repeated opening of the attic access or leaving the access unsealed causes increased *humidity* which can contribute to this condition.

Control of interior *humidity* and understanding how to use your ventilation appliance (HRV or principal ventilation fan) to reduce condensation in your home is the responsibility of the *homeowner*. Review all HVAC maintenance manuals to understand how to use these appliances as the seasons change.



9.12 Frost is accumulating on the underside of roof sheathing or trusses

ACCEPTABLE PERFORMANCE/CONDITION

Water vapour carried by air movement in the attic will condense on the underside of roof sheathing and trusses as frost; this is acceptable.

Isolated areas of excessive frost more than 1/2 inch (12 mm) thick is not acceptable if it can be attributed to another *defect*.

WARRANTY

12 Months - Workmanship and Material for excessive frost forming on the underside of roofing attributed to another *defect*.

ACTION

Where it can be found a *defect* in construction has resulted in excessive frost forming on the underside of the roofing and has not met the acceptable performance / condition, the *defect* shall be *repaired*.

REMARKS:

During periods of extended cold weather, moisture from the living space or outside sources carried by air movement can accumulate as frost on the underside of roof trusses and sheathing. The degree of frost accumulation is related to the relative *humidity* of the house air, the rate of air movement into the attic and the length of the cold spell.

Homeowners have a responsibility to mitigate damage by reducing humidity levels in their homes during cold weather. Although builders can minimize the moisture reaching the attic by ensuring the air/vapour barrier is as continuous as possible, air leakage into the attic cannot be eliminated. Even a small air leak can deposit a significant amount of moisture over a long cold spell if the moisture content of the air is high.

Control of interior *humidity* and understanding how to use your ventilation appliance (HRV or principal ventilation fan) to reduce condensation in your home is the responsibility of the *homeowner*. Review all HVAC maintenance manuals to understand how to use these appliances as the seasons change.

Repeated opening of the attic access or leaving the access unsealed causes increased *humidity* which can contribute to this condition.

NOTES



9.13 Water is dripping from the soffit

ACCEPTABLE PERFORMANCE/CONDITION

Water vapour carried by air movement in the attic will condense on the underside of roof sheathing and trusses as frost, as a result, when the frost melts it may drip from the soffit; this is acceptable.

Isolated areas of excessive frost more than 1/2 inch (12 mm) thick is not acceptable if it can be attributed to another *defect*.

WARRANTY

12 Months - Workmanship and Material for excessive frost forming on the underside of roofing attributed to another *defect*.

ACTION

Where it can be found a *defect* in construction has resulted in excessive frost forming on the underside of the roofing and has not met the acceptable performance / condition, the *defect* shall be *repaired*.

REMARKS

During periods of extended cold weather, moisture from the living space or outside sources carried by air movement can accumulate as frost on the underside of roof trusses and sheathing. The degree of frost accumulation is related to the relative *humidity* of the house air, the rate of air movement into the attic and the length of the cold spell.

Homeowners have a responsibility to mitigate damage by reducing humidity levels in their homes during cold weather. Although builders can minimize the moisture reaching the attic by ensuring the air/vapour barrier is as continuous as possible, air leakage into the attic cannot be eliminated. Even a small air leak can deposit a significant amount of moisture over a long cold spell if the moisture content of the air is high.

Control of interior *humidity* and understanding how to use your ventilation appliance (HRV or principal ventilation fan) to reduce condensation in your home is the responsibility of the *homeowner*. Review all HVAC maintenance manuals to understand how to use these appliances as the seasons change.

Repeated opening of the attic access or leaving the access unsealed causes increased *humidity* which can contribute to this condition.

NOTES



9.14 Mildew or fungus is visible on interior surfaces

ACCEPTABLE PERFORMANCE/CONDITION

Interior surfaces shall be free of visible mildew and fungus at the time of the *Pre-delivery inspection*.

This condition is warranted where there is a demonstrated *Building Code* violation or *defect* in work or material supplied by the *builder*.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

Mildew and fungus resulting from *improper maintenance* and *normal wear and tear* are not included under *warranty*

ACTION

Interior surfaces not meeting the acceptable condition shall be *repaired*.

REMARKS

Note any concerns about visible mildew or fungus on the *PDI Form* to avoid any dispute about whether the condition was caused by the *builder*.

Mildew and fungus often occur when indoor humidity levels are high. Ventilation of rooms and spaces can help control indoor humidity. Homeowners have a responsibility to mitigate damage by reducing humidity levels in their homes during cold weather.

Control of interior *humidity* and understanding how to use your ventilation appliance (HRV or principal ventilation fan) to reduce condensation in your home is the responsibility of the *homeowner*. Review all HVAC maintenance manuals to understand how to use these appliances as the seasons change.

NOTES



10. Flooring Resilient, including luxury vinyl plank (LVP) flooring

10.1 Resilient sheet or LVP flooring joints do not appear tight

ACCEPTABLE PERFORMANCE/CONDITION

Resilient sheet flooring or LVP shall be installed tight at seams, gaps at the seams exceeding 1/32 inch (0.75 mm) when viewed under *normal lighting* conditions in a *normal viewing position* are considered excessive.

WARRANTY

12 Months - Workmanship and Material

Gaps in joints resulting from inappropriate use or maintenance procedures cannot be considered under the *warranty*.

ACTION

Gaps not meeting the acceptable performance / condition shall be *repaired* in accordance with the manufacturer's specifications.

Seam sealer or joint filler recommended by the flooring manufacturer may be used to fill gaps between seams of sheet flooring.

While *repairs* are made, an exact match of colour, finish, grain, sheen, or texture may not be possible; this is acceptable.

REMARKS

The visibility of gaps is dependent on a few factors including texture, pattern, colour, type of resilient/LVP material and lighting. Strong sunlight entering from a low angle will generate shadows and exaggerate any irregularity in the floors.

NOTES



10.2 Resilient sheet flooring/LVP is loose

ACCEPTABLE PERFORMANCE/CONDITION

Resilient/LVP floor shall be securely bonded to the *substrate* beneath, unless designed otherwise.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from normal wear and tear and improper maintenance is not covered under warranty.

ACTION

Resilient sheet flooring / LVP not meeting the acceptable performance / condition shall be repaired.

Shade and dye lot variations within specified colours in *replaced* areas are acceptable.

REMARKS

The various types of resilient floorings require different installation methods, (i.e., loose lay, primary bonded, fully bonded, etc.). These methods vary with respect to characteristics such as the nature and location of the bonding agent, which can affect the degree of "looseness" of a finished floor.

Resilient/LVP flooring should not be subjected to standing water that could compromise adhesives along the seams. Excessive water or heat can adversely affect the glue and seam sealer on resilient flooring/LVP. Lifted seams or edges should be reported to the *builder* as soon as possible within the *warranty* period to mitigate damages.

NOTES



10.3 Resilient sheet flooring has not been sealed against usual sources of water entry

ACCEPTABLE PERFORMANCE/CONDITION

Resilient sheet flooring shall be sealed where butted and at edges to prevent lifting and water damage (i.e., areas adjacent to bathtubs and exterior doors).

WARRANTY

12 Months - Workmanship and Material; this is a one-time repair.

ACTION

Such unsealed perimeters not meeting the acceptable performance / condition shall be *repaired* by sealing with an appropriate sealant in accordance with the manufacturer's specifications.

While *repairs* are made, an exact match of colour, finish, grain, sheen, or texture may not be possible; this is acceptable.

REMARKS

The *homeowner* has a responsibility to mitigate damages. Any lifted seams or edges should be reported to the *builder* as soon as possible within the *warranty* period. After the *warranty* period, maintenance of the resilient flooring and associated sealant is the responsibility of the *homeowner*.

NOTES



10.4 Patterns on vinyl flooring/LVP are not aligned across the seams

ACCEPTABLE PERFORMANCE/CONDITION

Vinyl flooring/LVP shall be installed in a manner such that deviations in alignment are not *readily* apparent.

WARRANTY

12 Months - Workmanship and Material

ACTION

Vinyl flooring/LVP seams not meeting the acceptable performance / condition shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Manufacturer's tolerances for alignment may vary with patterns, textures, and colour of material.

Complex, bold patterns are inherently more difficult to match, and that complexity should be considered when choosing a floor pattern.

NOTES



10.5 Patterns in flooring (all types) vary in relation to the adjacent wall

ACCEPTABLE PERFORMANCE/CONDITION

Misalignment greater than 1 inch (25 mm) over 12 feet (3.65 meters) is considered excessive.

WARRANTY

12 Months - Workmanship and Material

ACTION

Floors not meeting the acceptable performance / condition at possession shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Builders will install flooring to achieve an overall balance in larger, frequently used rooms. General alignment sometimes requires that alignment is altered in hallways or storage rooms to favour better alignment in main living areas.

This issue can best be avoided by selecting floor coverings that contain an element of randomness in their design.

NOTES



10.6 Ridges/depressions/telegraphing appear on the surface of resilient/LVP flooring

ACCEPTABLE PERFORMANCE/CONDITION

Finished surface of flooring shall be free of visible ridges (i.e., bumps, underlay joints) or depressions that are *readily apparent* and deform the surface of the flooring greater than 3/64 inch (1.0 mm) when viewed under *normal lighting* conditions (not reflected light) from a *normal* standing position.

WARRANTY

12 Months - Workmanship and Material

ACTION

Resilient/LVP floors not meeting the acceptable performance / condition shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Reflected light, particularly from large windows, exaggerates any irregularity in the floors and should not be considered *normal lighting*.

NOTES



10.7 Nail or fastener pops appear on the surfaces of resilient/LVT flooring

ACCEPTABLE PERFORMANCE/CONDITION

Resilient flooring shall not exhibit *readily apparent* surface irregularities caused by fasteners used in floor framing or the installation of underlay that that deform the surface of the flooring when viewed under *normal lighting* conditions (not reflected light) from a *normal* standing position.

WARRANTY

12 Months - Workmanship and Material

ACTION

Resilient flooring not meeting the acceptable performance / condition shall be repaired.

REMARKS

Reflected light, particularly from large windows, exaggerates any irregularity in the floors and should not be considered *normal lighting*.

NOTES



10.8 Bubbles appear from beneath the surface of the resilient sheet flooring

ACCEPTABLE PERFORMANCE/CONDITION

Vinyl flooring shall be free from bubbles that cause surface deformities.

WARRANTY

12 Months - Workmanship and Material

ACTION

Vinyl flooring not meeting the acceptable performance / condition shall be *repaired*.

As part of the *repair* procedures, vinyl flooring may be punctured to remove trapped air and then resealed.

REMARKS

NA

NOTES



10.9 10.9 Yellowing appears on the surface of resilient/LVP flooring

ACCEPTABLE PERFORMANCE/CONDITION

Sheet vinyl flooring shall be installed in accordance with the manufacturer's specifications.

WARRANTY

12 Months - Workmanship and Material

Yellowing due to *improper maintenance* or to additions, deletions, or alterations by the *homeowner* is not covered under *warranty*

ACTION

Resilient flooring not meeting the acceptable performance / condition shall be repaired or replaced.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

The use of inappropriate cleaning materials or coverings, such as latex-backed carpets, may cause discolouration of the flooring. Direct sunlight *naturally* causes general yellowing over time and is *normal*.

Oven cleaners, hairsprays, and foods such as mustards and vegetable dyes can all discolour flooring indelibly. Staining caused by substances applied by the *homeowner* is not a warrantable issue.

NOTES



10.10 Discolouration appears over time on resilient flooring

ACCEPTABLE PERFORMANCE/CONDITION

Sheet flooring shall not exhibit inks, stains, pigments, or other colorants which have bled through from the *substrate* causing discolouration of the finished flooring.

WARRANTY

12 Months - Workmanship and Material

ACTION

Vinyl flooring not meeting the acceptable performance / condition shall be replaced.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Sheet flooring shall be installed on a clean surface devoid of inks, stains, pigments or other colorants that could disperse upwards and discolour the finished surface of the flooring.

The *substrate* will be *repaired* to alleviate telegraphing.

NOTES



10.11 Dye lot variation exists in resilient/LVP flooring

ACCEPTABLE PERFORMANCE/CONDITION

Within a room or defined area, resilient flooring shall be *uniform* in colour, texture and pattern when viewed under *normal lighting* conditions at the time of the *Pre-delivery inspection*. Minor variations between dye lots are acceptable.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

ACTION

Resilient flooring not meeting the acceptable performance / condition shall be replaced.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home.

Differences in gloss, texture or dye lot variation in non-contiguous (non-adjoining) areas are not considered *defects*.

NOTES



10.12 Resilient flooring during repairs looks different

ACCEPTABLE PERFORMANCE/CONDITION

Repaired areas of resilient flooring shall closely match the adjoining material; slight variations in shade, sheen and texture are acceptable when viewed under normal lighting and from a normal viewing position.

Seaming in a matching replacement section is an acceptable repair.

WARRANTY

12 Months - Workmanship and Material

ACTION

Repaired areas of vinyl flooring that exceed the acceptable performance / condition shall be repaired.

REMARKS

Repaired areas may still show differences attributable to *normal wear and tear* of the original flooring. Such differences are *normal* and acceptable.

Variation between dye lots within a specified colour or pattern is *normal*. Spare original material may be left in the residence for future *repairs* at the *builder's* discretion. Where a dye lot match is unavailable, material may be removed and used for *repair* from another inconspicuous location. *Builder's* policies may vary.

NOTES



11. Flooring/Hardwood

Hardwood Flooring Introduction

Hardwood flooring is a term used to describe flooring products that include traditional hardwoods, such as oak and cherry, as well as bamboo (from the grass family) and engineered hardwoods. These natural products perform differently from one another.

Hardwood flooring is highly susceptible to changes in indoor relative *humidity* which in turn causes dimensional changes (shrinking or swelling). The width of a space between boards should be measured during the warmer, more humid months.

Homeowners have a responsibility to maintain indoor humidity levels through proper humidification and ventilation. The first two years are especially critical for fine woods to normalize to climatic conditions in a home.

Areas around heat registers and areas exposed to concentrated sunlight may be more susceptible to shrinkage. Broader strips of *dimensional lumber* are more prone to warping and cracking than narrower hardwood strips, and darker colour hardwoods floors with low gloss finishes and complex grain patterns are more visually forgiving.

The *homeowner*'s selection of species, colour, board width, sheen, and layout pattern are factors of considerable importance.

Hardwood is wood harvested from broadleaf trees as opposed to softwoods harvested from trees with needle-like leaves or evergreens. The term "hardwood" does not necessarily relate to the hardness or impact resistance of the wood. Technically, balsa wood is a hardwood, but it has extremely low impact resistance.

Each hardwood floor is a unique assembly of natural woods. *Naturally* occurring changes in hardwood flooring should be considered inherent to the character of the floor. That character is often why hardwood is selected over other manufactured options such as laminates. When *homeowners* are selecting their hardwood, they should consider the governing hardwood specification and the grading rules that apply to that grade, rather than a small showroom sample which may not be indicative of the larger floor surface.

Hardwood flooring manufacturers abide by established rules for grading and marketing their product. Any hardwood floor can be scarred by high-heel shoes or other innocuous point loads.



11.1 Gaps are developing between strips of hardwood or engineered hardwood planks.

ACCEPTABLE PERFORMANCE/CONDITION

Hardwood strip flooring shall be installed tight gaps exceeding 3/32 inch (2 mm) over the length of a board is considered excessive at time of the *Pre-delivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

Gaps resulting from *normal* shrinkage of materials due to drying after construction, damage caused by *normal wear and tear* or *improper maintenance* is not covered under *warranty*.

ACTION

Abutting edges that exceed the acceptable performance / condition at possession shall be repaired.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the damage occurred *pre-possession*.

Hardwood/Engineered wood flooring are natural wood products and therefore are highly susceptible to changes in indoor relative *humidity*, which may cause dimensional changes in the flooring material.

The *homeowner* has a responsibility to maintain indoor *humidity* levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor *humidity* levels. Areas around heat registers and those exposed to concentrated sunlight may be more susceptible. Wood filler may be used for *repairs*.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



11.2 Strip hardwood/engineered hardwood flooring is cupped (high edges) or crowned (high centre)

ACCEPTABLE PERFORMANCE/CONDITION

Strip hardwood/engineered flooring shall be installed without cupping or crowning.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

Damage caused by improper maintenance, or exposure to bulk water is not covered under warranty.

Cupping caused by excessive *humidity* due to failure by the *homeowner* to maintain adequate ventilation is not covered under *warranty*

ACTION

Hardwood boards not meeting the acceptable performance / condition at *possession* shall be *repaired*.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*.

Cupping of hardwood strip flooring results from excessive moisture when the *humidity* below the finished flooring material is higher than above. Crowning of hardwood strip flooring results from the surface of the flooring being exposed to excessive moisture. This condition commonly develops when houses do not have adequate ventilation, or the surface is exposed to water.

The *homeowner* has a responsibility to maintain indoor *humidity* levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor *humidity* levels. The immediate sanding of a cupped/crowned floor without first allowing it to correct itself may cause even more damage.

NOTES



11.3 Wood flooring buckles and detaches from *substrate*.

ACCEPTABLE PERFORMANCE/CONDITION

Hardwood flooring shall be fastened to the *substrate* in accordance with manufacturer's requirements. Wood flooring shall be installed to accommodate *normal* expansion and *contract*ion.

WARRANTY

12 Months - Workmanship and Material

Buckling caused by excessive *humidity* due to failure by the *homeowner* to maintain adequate ventilation or *improper maintenance* or exposure to bulk water is not covered under *warranty*.

ACTION

Hardwood flooring not meeting the acceptable performance / condition warranty shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

The *homeowner* has a responsibility to maintain indoor *humidity* levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor *humidity* levels.

NOTES



11.4 The surface of one Strip of hardwood/engineered hardwood flooring is higher than another

ACCEPTABLE PERFORMANCE/CONDITION

Strip hardwood ore engineered hardwood flooring shall be installed to provide a surface where adjacent strips have no more than a 1/16-inch (1.5mm) difference in elevation.

WARRANTY

12 Months - Workmanship and Material

ACTION

Flooring not meeting the acceptable performance shall be *repaired*.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Minor variations in elevation due to differences in dye lots or manufacturing tolerance is *normal*. Reflected light, particularly from large windows, magnifies any irregularity in the floors and should not determine acceptance.

A localized *repair* is acceptable.

NOTES



11.5 Hardwood/engineered hardwood flooring colour, sheen, or finish is not *uniform*

ACCEPTABLE PERFORMANCE/CONDITION

Within a room or defined area, hardwood/engineered flooring colour, sheen and finish shall appear uniform when viewed from a normal viewing position under normal lighting conditions at the time of the Pre-delivery inspection.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

ACTION

Hardwood/engineered flooring not meeting the acceptable performance / condition shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*.

Approximately 90% of hardwood flooring sold is pre-finished in a controlled factory environment. Pre-finished hardwood offers a more consistent sheen and finish.

Site-finished hardwood floors are dependent upon the home environment and manual application methods. Minor differences in sheen are more common to site-finished flooring.

Acid or base solutions, chorine cleaners or abrasives will, over time, impair the finish of hardwood flooring and void the *manufacturer's warranty*. Vinegar is acidifying and will dull polyurethane finished flooring. *Homeowners* are cautioned against using commonly available cleaners, soaps, oils, waxes, or polishes on hardwood floors. Consumer dissatisfaction with such cleaning products is typically limited to the return of the product purchase price and not the *consequential damages* that may arise from using the product, even though it may be advertised as "safe" for hardwood floors.

Hardwood manufacturers recommend specific cleaning regimens that the *homeowner* is to comply with to maintain the *warranty* protection offered by the manufacturer; this is a *homeowner maintenance* issue.



11.6 Colour variation, knots and different grain patterns exist within the finished floor

ACCEPTABLE PERFORMANCE/CONDITION

Knots or colour variation are acceptable within different grades of flooring.

WARRANTY

None

ACTION

None

REMARKS

Knots and colour variation are natural characteristics of wood and are acceptable within the specified grade. The *homeowner*'s area rugs, latex-backed material or any coverings over floors may result in colour variation of the floor. Natural lighting will also cause discolouration.

Light itself, particularly direct sun light, will cause a change in colour over floor areas, specifically between covered and uncovered areas. Bamboo and cork flooring will fade in colour quickly while others, such as cherry, will darken over time.



11.7 Finish on hardwood/engineered hardwood flooring has cracked, blistered, bubbled, or peeled resulting in detachment of finish

ACCEPTABLE PERFORMANCE/CONDITION

Site-applied or factory applied finish on hardwood/engineered flooring shall not crack, blister, bubble or peel when properly maintained and used under *normal* conditions. Isolated air bubbles not resulting in detachment of the finish are acceptable.

WARRANTY

12 Months - Workmanship and Material

Damage caused by *normal wear and tear* or *improper maintenance*, chemical attack is not included under *warranty*.

ACTION

Flooring finish not meeting the acceptable performance / condition shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI Form* (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*.

Sand, abrasives, and dirt may prematurely attack the finish of fine hardwood floors. *Homeowners* are responsible for sweeping and vacuuming abrasive debris and protecting traffic areas with area rugs or floor mats

A localized *repair* is acceptable.

NOTES



11.8 Hardwood/engineered hardwood flooring contains too many short boards and not enough long boards

ACCEPTABLE PERFORMANCE/CONDITION

Hardwood/engineered flooring shall meet the manufacturer's product specification for board lengths. Wider boards are shorter in length as dictated by the diameter of the tree.

WARRANTY

None.

ACTION

None.

REMARK

Board length varies depending on board width, manufacturer, and grade. In lesser grades of wood floors, short boards may be more prevalent. This is not considered to be a *new home* construction *defect*, but a product selection issue, and is therefore not covered under *warranty*.



11.9 Splinters, loose knots, or delamination are occurring in hardwood/engineered hardwood flooring

ACCEPTABLE PERFORMANCE/CONDITION

Hardwood finished flooring shall be free of splinters. Delaminated wood, loose or detached knots are not acceptable.

WARRANTY

12 Months - Workmanship and Material

Splinters or delaminated wood resulting from *improper maintenance* are not included under *warranty*.

ACTION

Splintered flooring shall be repaired.

Delaminating of solid or engineered hardwood flooring shall be repaired.

Hardwood flooring with loose knots shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Splinter or delaminated flooring should not occur under *normal* conditions.

NOTES



11.10 Hardwood/engineered hardwood flooring is dented

ACCEPTABLE PERFORMANCE/CONDITION

At the walkthrough, hardwood flooring shall be generally free of impact dents at the time of the *Predelivery inspection*, unless otherwise designed.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

Impact dents resulting from actions of the *homeowner* are not covered.

ACTION

Hardwood flooring not meeting the acceptable performance / condition warranty shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*.

Hardwood refers to the species of tree, not the impact resistance of the wood. There is a wide range of hardness among tree species, even among those referred as, "hard woods". Grain pattern and finish colour can affect the visibility of imperfections. Light coloured wood with a clear grain structure, such as birch, will show impact damage more readily than a strongly patterned wood such as oak.

All wood floors can be scratched, gouged, or dented. Sharp or pointed objects, severe impact, or concentrated weight can mar floor surfaces, i.e., stiletto-heeled shoes can focus the weight of a 125-pound person to more than 2,000 pounds per square inch and damage hardwood flooring.

A localized *repair* is acceptable.

NOTES



11.11 Hardwood/engineered hardwood flooring squeaks

ACCEPTABLE PERFORMANCE/CONDITION

Hardwood flooring shall be free of squeaks that are repetitive, consistent, and *readily audible* under *normal* loading conditions.

As the home matures and the hardwood floor *normal*izes to its surroundings, it is possible for a new squeak to make itself known.

A squeak free floor may not be attainable and minor squeaks are not covered under warranty

WARRANTY

12 Months - Workmanship and Material

Squeaks due to failure by the *homeowner* to maintain adequate *humidity*, ventilation or *improper* maintenance or exposure to bulk water is not covered under *warranty*.

ACTION

Hardwood floors not meeting the acceptable performance / condition shall be repaired.

When *repairs* are made additional nails or screws connecting the hardwood flooring to the *substrate* is acceptable. In this instance, face nailing may be used. Any new fasteners installed shall be countersunk and appropriately filled to blend the *repair*. An exact match of colour, finish, grain, sheen, or texture may not be possible; this is acceptable.

REMARKS

Extended low-humidity indoor environments can cause excessive shrinkage in the wood flooring resulting in loose connections between flooring boards. The *homeowner* shall maintain indoor *humidity* levels to prevent excessive drying of materials.

A localized *repair* is acceptable.

NOTES



11.12 Hardwood/engineered hardwood flooring bevel is uncomfortable underfoot

ACCEPTABLE PERFORMANCE/CONDITION

The bevel of the hardwood flooring shall be sized according to the grade and design of the hardwood flooring. This is a specific design feature of the chosen hardwood.

WARRANTY

None.

ACTION

None.

REMARKS

Bevel design is per the manufacturer's specification.

The bevel on pre-finished hardwood flooring has several functions:

- Helps minimize the appearance of vertical displacement between hardwood strips.
- Helps minimize the appearance of seasonal variation in the gaps between boards.
- Helps minimize splintering along the most vulnerable edge of the board.

Hardwood floors that do not appear to feature bevels are site-sanded and site-finished. The larger the bevel and narrower the board, the more apparent the feel of the strip flooring underfoot. The appearance of the bevel can become more noticeable over time on lighter coloured floors such as birch.



11.13 Hardwood/engineered hardwood floor plank is cracked or checked

ACCEPTABLE PERFORMANCE/CONDITION

Hardwood strip flooring shall be installed free of cracks or checks in the wood plank at time of the *Predelivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

Cracks or checks in the wood resulting from *normal* shrinkage of materials due to drying after construction, damage caused by *normal wear and tear* or *improper maintenance* is not covered under *warranty*.

ACTION

Hardwood floors not meeting the acceptable performance / condition shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*.

Hardwood/Engineered wood flooring are natural wood products and therefore are highly susceptible to changes in indoor relative *humidity*, which may cause dimensional changes in the flooring material.

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. Areas around heat registers and those exposed to concentrated sunlight may be more susceptible. A localized repair is acceptable. Wood filler may be used for repairs.

NOTES



11.14 "Sticker Burn" appears on surface of hardwood strip flooring

ACCEPTABLE PERFORMANCE/CONDITION

The surface of strip wood flooring shall be free from discolouration caused by manufacturing or storage procedures within the different grade of flooring specified.

WARRANTY

12 Months - Workmanship and Material

ACTION

Discoloured pieces of flooring shall be repaired or replaced where disallowed by the grade.

REMARKS

"Sticker burn" is discolouration across the width of the board caused by the sticks used between the lumber during the drying process. Sticker burn is acceptable within some different specified grades.

NOTES



12. Flooring/Carpet

12.1 Carpet seam is visible

ACCEPTABLE PERFORMANCE/CONDITION

Carpet seams shall be installed with the backing fitted and adhered tightly to minimize visibility of seams.

WARRANTY

12 Months - Workmanship and Material

Damaged carpet seams resulting from *normal wear and tear* or *improper maintenance* is not covered under *warranty*.

ACTION

Carpet seams not meeting the acceptable performance / condition shall be repaired.

Where carpets must be cut to execute floor *repairs*, seams in the *repair* area may be more visible. Location of carpet seams may vary due to predetermined manufactured widths and installation restrictions and are discretionary. Seams around pickets and end caps on stairs are often visible.

REMARKS

Identify any concerns about visible carpet seams on the *PDI* Form to avoid any suggestion that the problem is one of *normal wear and tear*. Visibility of carpet seams will vary with type of carpet and varying lighting conditions. Although the backing may be tightly fitted, a seam may remain visible; this is acceptable. In contiguous (adjoining) carpeted areas, a redirection in pile is acceptable at the doorway.

Location of carpet seams may vary due to predetermined manufactured widths and installation restrictions and are discretionary. Seams around spindles, balustrades, and newel posts for stairs are often visible; this is acceptable. Vacuum cleaners with aggressive rotary attachments may damage the carpet.

NOTES



12.2 Carpet is loose or stretching has occurred

ACCEPTABLE PERFORMANCE/CONDITION

Carpet shall be installed to prevent loosening at edges, separation from its point of attachment, and to minimize stretching under *normal* use.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance*, *normal wear and tear*, or dampness or condensation due to failure of the *homeowner* to maintain adequate ventilation is not covered under *warranty*.

ACTION

Carpet not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

Carpets should be maintained in accordance with the manufacturer's recommendations. Inappropriate cleaning techniques/equipment can damage carpeting materials.

A ripple in the middle of the carpeted surface is typically the result of dragging or rolling objects over the carpeted; this is not covered under *warranty*

NOTES



12.3 Carpet colour has changed.

ACCEPTABLE PERFORMANCE/CONDITION

Carpet colour will change over time under *normal* conditions

WARRANTY

None.

ACTION

None.

REMARKS:

Carpet manufacturers caution *homeowners* on exposing carpet to direct sunlight for extended periods of time. Furniture placement can affect the colour of carpet over time.

Spots or faded areas of carpet resulting from normal wear and tear or improper maintenance or abuse are not covered under warranty.

NOTES



12.4 Carpet not *Uniform* in Colour, texture, or pattern

ACCEPTABLE PERFORMANCE/CONDITION

Within a room or defined area, carpet shall be *uniform* in colour, texture and pattern when viewed under *normal lighting* and *normal viewing* conditions at the time of the *Pre-delivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

ACTION

Carpet not meeting the acceptable performance / condition shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

It's the *Homeowners* obligation to identify any surface blemishes or damaged drywall surfaces (dents and gouges) on the *PDI Form* to establish that the *defect* existed prior to *possession*.

Carpet pieces in the same room or defined area shall be installed with the pile oriented in the same direction. Minor variation between dye lots is acceptable from one room to another.

Slight variation in colour may occur due to different lighting effects and at transitions between rooms or areas. Doorways and thresholds are acceptable locations where pile direction may change.

NOTES



12.5 Carpet has dark stains around perimeter of rooms and at heating registers

ACCEPTABLE PERFORMANCE/CONDITION

Dark stains on carpet around room perimeters and at heating registers, commonly called "carbon black", are an occupant use and house location issue. Sources of carbon rarely relate to workmanship and material supplied by the *builder*.

WARRANTY

None.

ACTION

None.

REMARKS

The *homeowner* shall ensure that furnaces, fireplaces, and other combustion appliances are maintained and serviced as recommended by the manufacturer and are functioning properly.

Dark staining often results from airborne carbon material settling out on synthetic or magnetic surfaces such as televisions screens, carpets, and magnetic seals on refrigerators. Burning scented candles contributes to carpet staining. Light-coloured synthetic carpets accentuate this condition.



12.6 Hollow areas in under pad below carpet surface

ACCEPTABLE PERFORMANCE/CONDITION

Carpet underlay shall provide a continuous surface of support for the carpet in traffic areas.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear*, such as furniture loads that may cause local depressions, is not included under *warranty*.

ACTION

Carpet underlay not meeting the acceptable performance / condition shall be repaired.

REMARKS

Carpet underlay is often omitted at the base of stair balusters and noising and is acceptable.

NOTES



12.7 Carpet is exhibiting excessive fibre loss

ACCEPTABLE PERFORMANCE/CONDITION

Carpet shall be free of manufacturing defects that could cause excessive carpet fibre loss.

WARRANTY

12 Months - Workmanship and Material - Workmanship and Material

Fibre loss due to improper maintenance or normal wear and tear is not covered under warranty.

ACTION

Carpet not meeting the acceptable performance / conditions shall be repaired or replaced.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Carpets shall be maintained in accordance with manufacturer's recommendations. Inappropriate cleaning techniques/equipment can damage carpet materials. Some carpet fibre loss can be expected as specified by the manufacturer.

NOTES



12.8 Carpet tack strips can be felt underfoot at stairs or floor transitions

ACCEPTABLE PERFORMANCE/CONDITION

Smooth edge nails can be felt with carpets with a low nap or pile and are required to prevent the movement of the carpet.

Nails felt under foot in traffic areas under *normal* loading conditions is not acceptable.

WARRANTY

12 Months - Workmanship and Material - Workmanship and Material

ACTION

Carpet not meeting the acceptable performance / conditions shall be repaired.

REMARKS

Carpet selection is a *contractual* issue between the *homeowner* and *builder*. In instances where nails can be felt under foot along outer edges of walls, this is not a *defect* and is not covered under the *warranty*.

NOTES



13. Flooring/Laminate

Laminate Introduction

Laminate flooring is composed of a wear layer, a pattern layer and one or two very dense engineered wood layers. It has a hard wear surface, but it can still be chipped and scratched. Because laminate is an engineered wood product, it is subject to dimensional changes (shrinking and swelling) when exposed to moisture. To minimize the effects of *humidity* changes on a laminate floor, it is installed as a "floating floor" where sections are secured to each other instead of being fastened to the sub-floor. As a result, laminate flooring expands and *contracts* in units or sections of floor rather than between individual planks. Gaps due to *humidity* variations tend to form between sections, such as between sections in adjoining rooms or at the perimeter of rooms.

Anything that interferes with the floating nature of laminate floors, such as the placement of heavy objects on the floor, can cause unwanted gaps, peaks, or squeaks.

Peaks can occur when insufficient room is left for the laminate to expand and *contract* up against an object, such as a kitchen islands or around service piping.

Subfloor variations can also cause a seam to open in adjacent laminate sections as the floor settles on each side of a raised variation under the laminate. Different grades of laminate may expand and *contract* at different rates and may have varying tolerances for sub-floor variations.



13.1 Laminate flooring sections are swelled or cupped (high edges)

ACCEPTABLE PERFORMANCE/CONDITION

Laminate shall be installed free of swelled planks or tiles at time of the *Pre-delivery inspection*.

WARRANTY

When reported on the Pre-delivery inspection Form:

12 Months - Workmanship and Material

Damage caused by *improper maintenance*, or exposure to bulk water is not covered under *warranty*.

Swelling caused by excessive *humidity* due to failure by the *homeowner* to maintain adequate ventilation or *improper maintenance* is not included under *warranty*.

ACTION

Laminate flooring not meeting the acceptable performance / condition at *possession* shall be *repaired* or *replaced*.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*.

Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the *substrate* or underlying core layer. If the environmental conditions are too humid, the laminate flooring may expand causing all edges (side and ends of boards) to press against each other and curl upwards.

Swelling of laminate flooring after *possession* is beyond the *builder's* control and not a *warrantable defect*. The *Homeowner* is responsible for following the manufacturer's recommendations for care and maintenance for the flooring.

NOTES



13.2 Gaps developing at ends or along strips of laminate flooring.

ACCEPTABLE PERFORMANCE/CONDITION

Gaps resulting from joints that remain open greater than 1/16 inch (1.5 mm) in laminate flooring are not acceptable at time of the *Pre-delivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

Gaps resulting from damage caused by *normal wear and tear* or *improper maintenance* are not covered under *warranty*.

Gaps resulting from improper *humidity* conditions due to failure by the *homeowner* to maintain adequate ventilation is not covered under *warranty*

ACTION

Gaps exceeding the acceptable performance / condition at possession shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*.

Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the *substrate* or underlying core layer and is subject to expansion and *contract*ion. If the environmental conditions are too dry, the laminate flooring layers may *contract*, leaving permanent gaps between the strips or at the perimeter of the room or the area.

NOTES



13.3 Laminate Flooring Strips are Dented, Scratched and/or Chipped

ACCEPTABLE PERFORMANCE/CONDITION

At walkthrough, laminate flooring shall be free of chips, dents and scratches that are *readily visible* when viewed under *normal* viewing conditions at time of the *Pre-delivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

Damage noted <u>after possession</u> is not covered under warranty.

12 Months - Workmanship and Material

Dents, scratches, or chips resulting from damage caused by *normal wear and tear* or *improper maintenance* are not covered under *warranty*.

ACTION

Laminate flooring not meeting the acceptable performance / condition at *possession* shall be *repaired*.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*.

A localized *repair* is acceptable.

NOTES



13.4 A *uniform* gap has developed between the edge of the laminate floor and the edge of the baseboard or between the edge of the laminate and the edge of a trim strip

ACCEPTABLE PERFORMANCE/CONDITION

Baseboard mouldings and transition strips between different flooring materials shall be of sufficient width to accommodate expansion and *contract*ion of the laminate floor due to *normal* changes in *humidity* levels within the home.

WARRANTY

12 Months - Workmanship and Material

Gaps resulting from improper *humidity* conditions due to failure by the *homeowner* to maintain adequate ventilation is not covered under *warranty*

ACTION

Trims or transition strips not meeting the acceptable performance / condition shall be repaired or replaced.

Slight variations in colour and/or pattern are to be expected when making *repairs*; this is acceptable.

REMARKS

An area of laminate flooring expands and *contracts* as a unit with changes in *humidity*. Low *humidity* levels in a home can cause a laminate floor to *contract* more than manufacturer's tolerances causing a gap at the perimeter. If proper *humidity* levels are re-established and maintained, the fit of the flooring at the perimeter and transitions may return to its original condition without further remediation.

Dimensions for trims and transition strips shall follow the manufacturer's installation instructions.

The homeowner is responsible for maintaining humidity levels within the home.

NOTES



13.5 The surface of one strip of laminate is higher than another

ACCEPTABLE PERFORMANCE/CONDITION

Strip laminate flooring shall be installed to provide a surface where adjacent strips have no more than 3/64-inch (1.0 mm) difference in elevation.

WARRANTY

12 Months - Workmanship and Material

ACTION

Flooring not meeting the acceptable performance / condition shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Minor variations in elevation due to differences in dye lots or manufacturing tolerance is *normal*. Reflected light, particularly from large windows, magnifies any irregularity in the floors and should not determine acceptance.

A localized repair is acceptable.

NOTES



13.6 Laminate flooring buckles

ACCEPTABLE PERFORMANCE/CONDITION

Laminate flooring shall be installed to prevent buckling.

WARRANTY

12 Months - Workmanship and Material

Buckling caused by excessive *humidity* due to failure by the *homeowner* to maintain adequate ventilation or *improper maintenance* is excluded from the *warranty*.

ACTION

Flooring not meeting the acceptable performance / condition shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the *substrate* or underlying core layer. If the environmental conditions are too humid, the laminate flooring may expand causing the laminate strips to lift (bulge upwards) in one or more areas in the room.

The *homeowner* has a responsibility to maintain indoor *humidity* levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor *humidity* levels. Laminate flooring shall be installed to accommodate *normal* expansion and *contract*ion.

NOTES



13.7 Uneven subfloor under laminate floor leading to minor deflection, floor squeaks/creaks

ACCEPTABLE PERFORMANCE/CONDITION

The base for the laminate flooring shall be level so that the laminate flooring does not deflect by more than 1/8 inch (3mm) when walked on.

Isolated floor squeaks/creaks related to deflection of the laminate floor is *normal* and not a *warrantable defect*. A squeak free floor may not be attainable and minor squeaks are not covered under *warranty*

WARRANTY

12 Months - Workmanship and Material

Squeaks due to failure by the *homeowner* to maintain adequate *humidity*, ventilation or *improper maintenance* or exposure to bulk water is not covered under *warranty*.

ACTION

Deflections not meeting the acceptable performance / condition shall be repaired.

Repairs will match closely with the flooring but differences due to discontinued flooring, patterns or dye lot variations or colour fade between existing and *repaired* flooring can be expected; this is acceptable.

REMARKS

Variations in the subfloor producing minor undulations are expected and *normal*.

Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the *substrate* or underlying core layer. If the environmental conditions are too humid, the laminate flooring may expand causing the laminate strips to lift (bulge upwards) in one or more areas in the room.

The *homeowner* has a responsibility to maintain indoor *humidity* levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor *humidity* levels. Laminate flooring shall be installed to accommodate *normal* expansion and *contract*ion.

Slight variations in colour and/or pattern are to be expected when making repairs; this is acceptable.

NOTES



14. Tile and general flooring issues

14.1 Ceramic/porcelain tile, marble, or stone flooring is broken, cracked or loose

ACCEPTABLE PERFORMANCE/CONDITION

Ceramic/porcelain tile, marble or stone flooring shall be installed to prevent it from cracking or coming loose from the *substrate*. In rooms or areas where the flooring must provide a degree of water resistance required by the *Building Code*, cracked or loose flooring allowing water to penetrate is not acceptable.

WARRANTY

12 Months - Workmanship and Material

Where floors are not required to provide water resistance, cracked or loose tiles resulting from *normal* shrinkage of materials due to drying after construction is not covered under *warranty*.

Damage caused by normal wear and tear or impact damage is not covered under warranty.

ACTION

Flooring not meeting the Acceptable Performance/Condition shall be repaired.

Where *repairs* are made, an exact match of colour, finish, grain, sheen, or texture may not be possible. Variations between dye lots of similar materials within a specified colour or pattern are *normal* and acceptable. Slight variations in grout colour are to be expected when making *repairs*.

REMARKS

NA

NOTES



14.2 A grout joint between floor tiles is cracked or has separated from the tile or at junctions with other materials such as bathtubs

ACCEPTABLE PERFORMANCE/CONDITION

Hairline cracks in grout measuring no greater than 1/16 inch (1.5 mm) are acceptable, however, loose or missing grout is unacceptable.

WARRANTY

12 Months - Workmanship and Material

Cracks resulting from *normal* shrinkage of materials due to drying after construction or due to impact damage is not covered under *warranty*

ACTION

Grout joints between floor tiles not meeting the acceptable performance / condition shall be repaired.

Repaired sections of grout shall be of similar type and colour as the original installation but colour variances between original and new grout *repairs* are be expected; this is acceptable.

REMARKS

As grout dries it loses water. This results in the grout shrinking causing it to pull away from the edge of the stones or to exhibit hairline cracks. Minor cracks resulting from *normal* shrinkage of the mortar caused by drying after construction or thermal expansion and *contract*ion are acceptable.

NOTES



14.3 Grout lines between floor tiles are not *uniform* in width

ACCEPTABLE PERFORMANCE/CONDITION

Grout line widths shall be consistent and *uniform* and shall not detract from the general appearance of the overall floor tile surface when viewed from a *normal viewing position* under *normal lighting* at time of the *Pre-delivery inspection*.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

• 12 Months - Workmanship and Material

Damage caused by normal wear and tear or impact damage is not included under warranty.

ACTION

Floor tile installations not meeting the acceptable performance / condition at possession shall be repaired.

Variations between dye lots of similar materials within a specified colour or pattern are *normal* and acceptable. *Repaired* sections of grout shall be of similar type and colour as the original installation but colour variances between original and new grout *repairs* are be expected; this is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the *defect* occurred pre-*possession*.

The width of the grout lines is an aesthetic issue and dictated by the floor tile design. *Naturally*, the wider the line of grout the more prominent it is within the overall floor.

In some instances, a *builder* may alter the width of a grout line rather than exercising another option such as cutting the finished edge from the tile.

NOTES



14.4 Floor tile grout is not *uniform* in colour.

ACCEPTABLE PERFORMANCE/CONDITION

In a room or defined area, the colour of grouted joints between ceramic floor tiles shall appear generally uniform from a normal viewing position and under normal lighting at time of the Pre-delivery inspection.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

Damage resulting from normal wear and tear or improper maintenance is excluded from the warranty.

ACTION

Floor grout joints not meeting the acceptable performance / condition at *possession* shall be *repaired*.

Repaired sections of grout shall be of similar type and colour as the original installation but colour variances between original and new grout *repairs* are be expected; this is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the *defect* occurred pre-*possession*.

Grout can be easily discoloured (especially lighter shades) by routine occupant activities. Washing tile floors can discolour grout over time. Sealing grout and maintaining that seal can reduce grout discoloration. Sealing grout is a *homeowner responsibility*.

NOTES



14.5 Adjacent floor tile surfaces are installed at different elevations

ACCEPTABLE PERFORMANCE/CONDITION

Adjacent stone or ceramic/porcelain floor tiles shall be installed flush, considering the texture, and intended aesthetic application of the finished surface. For *uniformly* flat tile (not tile with irregular surface or edges), variances exceeding 1/8 inch (3 mm) vertically between adjacent tiles are considered excessive.

WARRANTY

12 Months - Workmanship and Material

ACTION

Floor tile installations not meeting the acceptable performance / condition shall be repaired.

Variations between dye lots of similar materials within a specified colour or pattern are *normal* and acceptable. *Repaired* sections of grout shall be of similar type and colour as the original installation but colour variances between original and new grout *repairs* are be expected; this is acceptable.

A localized *repair* is acceptable.

REMARKS

Some floor tiles are designed with irregular finished surfaces or irregular edge detailing, which may exaggerate the aesthetic appearance of the condition.

NOTES



14.6 Cut edge of a floor tile is too rough or sharp

ACCEPTABLE PERFORMANCE/CONDITION

Cut edges of floor tile shall be free of sharp edges.

WARRANTY

12 Months - Workmanship and Material

ACTION

Stone or ceramic tiles not meeting the acceptable performance / condition shall be repaired.

Variations between dye lots of similar materials within a specified colour or pattern are *normal* and acceptable. *Repaired* sections of grout shall be of similar type and colour as the original installation but colour variances between original and new grout *repairs* are be expected; this is acceptable.

A localized repair is acceptable

REMARKS

Cut edges will be irregular in texture, colour and finish when compared to factory finished tile edges and this is acceptable.

NOTES



14.7 The surface of a ceramic/porcelain or stone tile is damaged by a chip or a gouge

ACCEPTABLE PERFORMANCE/CONDITION

Ceramic or stone tile flooring shall be free of chips that are *readily visible* when viewed under *normal* viewing conditions at time of the *Pre-delivery inspection*.

WARRANTY

When reported on the Pre-delivery inspection Form:

12 Months - Workmanship and Material

Damage resulting from normal wear and tear or damage resulting from actions of the homeowner are not covered.

ACTION

Ceramic/porcelain or stone tile flooring not meeting the acceptable performance / condition at *possession* shall be *repaired*.

Variations between dye lots of similar materials within a specified colour or pattern are *normal* and acceptable. *Repaired* sections of grout shall be of similar type and colour as the original installation but colour variances between original and new grout *repairs* are be expected; this is acceptable.

A localized *repair* is acceptable.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the *defect* occurred pre-*possession*.

NOTES



14.8 Variation in colour in natural stone tile installations (granite, marble, travertine, slate and limestone)

ACCEPTABLE PERFORMANCE/CONDITION

Colour variation is acceptable in natural stone tiles.

WARRANTY

None.

ACTION

None.

REMARKS

Natural stone is a product of nature and is not subject to the rules of consistency that apply to manufactured materials. Natural stone tiles are subject to variations in tonal qualities, veining, and shading.



14.9 Transition between different types of flooring is not flush.

ACCEPTABLE PERFORMANCE/CONDITION

Changes between flooring heights shall be installed flush, considering the texture, and intended aesthetic application of the finished surface and suitably eased within the abutting flooring types or using an appropriate transition strip.

WARRANTY

12 Months - Workmanship and Material

ACTION

Where the flooring transition has not met the acceptable performance / condition, the transition area shall be *repaired*.

Standard practice is to install a transition strip of a material such as wood, metal, or stone to ease the change in height. The transition strip may be of a different material, dimension, or colour than the adjoining floor types.

REMARKS

The sub-floor provides an even base upon which finished flooring materials are installed. Changes in height between different flooring materials are caused by variances in material thickness and their different installation techniques. This height difference is bridged by the transition strip, which is typically not flush to either surface, which is acceptable.

NOTES



14.10 Finished floor above grade is uneven

ACCEPTABLE PERFORMANCE / CONDITION

Within a room where visible ridges or depressions occur, floors shall be within ¼ inch (6 mm) from the *specified plane* measured perpendicular to the floor joists along the floor.

WARRANTY

12 Months - Workmanship and Material

Ridges and depressions caused by *normal* shrinkage of materials is not included under *warranty*.

ACTION

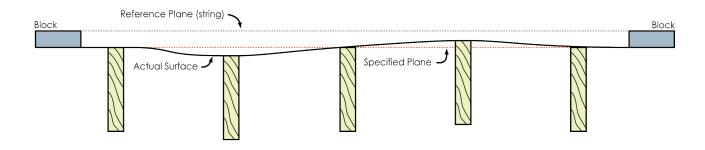
Floors in rooms that deviate greater than the acceptable performance / conditions shall be *repaired*.

REMARKS

Consideration shall be given to the type of flooring installed.

When evaluating texture finishes in natural or manufactured floor tiles, the compared tiles shall be from the same room or defined area. Surface variations in natural or manufactured stone tiles are desirable characteristics of the product. However, when used on a floor or walking surface the variations should not be greater than 6 mm where they would constitute a trip hazard.

NOTES





14.11 Pattern of finished floor is out of alignment with adjacent wall surfaces

ACCEPTABLE PERFORMANCE/CONDITION

Finished flooring shall be installed in general visual alignment with adjacent wall surfaces and not detract from the general appearance of the overall floor surface when viewed from a *normal viewing position* under *normal lighting*.

Variation greater than 1/2 inch (12.5 mm) in 6 feet (1.8 m) is not acceptable when visible in a room used for its intended purpose.

WARRANTY

12 Months - Workmanship and Material

ACTION

Finished flooring not meeting the acceptable performance / condition shall be repaired.

Variations between dye lots of similar materials within a specified colour or pattern are *normal* and acceptable. *Repaired* sections of grout shall be of similar type and colour as the original installation but colour variances between original and new grout *repairs* are be expected; this is acceptable.

REMARKS

This does not apply to angled or curved walls or flooring not designed to be aligned.

The method of *repair* will vary with the type of finished flooring installed.

NOTES



15. Roofing, Chimney & Eavestrough

15.1 Roof ridge has sagged

ACCEPTABLE PERFORMANCE/CONDITION

Roofs shall be constructed to ensure the ridge does not sag excessively under *normal* design conditions in accordance with the *Building Code*.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

7 to 10 years for structural defects.

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Roofs not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall match the existing material for colour, finish, or texture as closely as possible; variation between dye lots is acceptable. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Deflection due to *normal* loading and bowing due to *normal* drying of wood framing materials is acceptable. Heavy loads of ice and snow can damage a roof. *Normal* home maintenance should include professional removal of heavy buildups of ice and snow.

Excessive bowing of roof framing should be investigated.

NOTES



15.2 Roof trusses or rafters are bowed

ACCEPTABLE PERFORMANCE/CONDITION

Roof framing members shall be sized and installed in accordance with the Building Code.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

7 to 10 years for structural defects.

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Roof framing members not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall match the existing material for colour, finish, or texture as closely as possible; variation between dye lots is acceptable. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Deflection due to *normal* loading and bowing due to *normal* drying of wood framing materials is acceptable. Heavy loads of ice and snow can damage a roof. *Normal* home maintenance should include professional removal of heavy buildups of ice and snow.

Excessive bowing of roof framing should be investigated.

NOTES



15.3 Roof shingles have blown off

ACCEPTABLE PERFORMANCE/CONDITION

Roof shingles shall be installed according to the *Building Code* and the manufacturer's specifications.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from acts of nature is not covered under the *warranty*.

ACTION

Roof shingles not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall match the existing material for colour, finish, or texture as closely as possible; variation between dye lots is acceptable. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Severe weather and wind gusts can sometimes exceed the design limitations of the shingles. Different shingle types and materials have varying abilities to resist these forces.

Different shingle types and materials have varying abilities to resist these forces.

Damage caused by an Act of Nature such as severe weather and wind gusts may be an insurance issue rather than a workmanship and material defect.



15.4 Asphalt shingle edges are curled or cupped

ACCEPTABLE PERFORMANCE/CONDITION

Asphalt shingle edges and corners need not be completely flat. Edges and corners that curl or cup to expose the uncoloured portion of the shingle below are not acceptable.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *normal wear and tear* is not covered under the *warranty*.

ACTION

Asphalt roof shingles not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall match the existing material for colour, finish, or texture as closely as possible; variation between dye lots is acceptable. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Asphalt shingle edges and corners need not be completely flat to fulfil their water deflection function.

Adequate attic ventilation is necessary to prevent excessive solar heat build-up in the attic that can contribute to curling and cupping.

Shingles on top of flashing may not adhere and can lift.

Homeowners should avoid walking on asphalt shingles to minimize gravel loss.

NOTES



15.5 Shingle pattern is irregular or tabs on asphalt shingles are not lined up

ACCEPTABLE PERFORMANCE/CONDITION

Roof shingles shall be installed to provide a generally *uniform* pattern when viewed from a *normal viewing position* without magnification at ground level.

WARRANTY

12 Months - Workmanship and Material

ACTION

Roof shingles not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall match the existing material for colour, finish, or texture as closely as possible; variation between dye lots is acceptable. Seasonal conditions may delay the timing of *repairs*.

REMARKS

The primary role of roofing is to protect the home from weather. Slight variation in the appearance of the roof is acceptable

NOTES



15.6 Asphalt shingles not sealed

ACCEPTABLE PERFORMANCE/CONDITION

Asphalt shingles and self-sealing asphalt shingles shall be secured according to the *Building Code* and manufacturer's specifications.

WARRANTY

12 Months - Workmanship and Material

ACTION

Shingles not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall match the existing material for colour, finish, or texture as closely as possible; variation between dye lots is acceptable. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Asphalt shingles installed in temperatures below 5°C will seal when warmer temperatures return. In the short term, unsealed shingles should not affect the weather protection provided by the roof.

Where asphalt shingles intersect metal flashing, shingles may not seal. This condition is not a *defect* in work and materials.

NOTES



15.7 Asphalt shingles either do not overhang the edge of the roof or hang over too far

ACCEPTABLE PERFORMANCE/CONDITION

The starter strip shall overhang roof edges by not less than 12 mm according to the *Building Code*; the shingles shall not overhang the roof edge to the extent that they curl.

WARRANTY

12 Months - Workmanship and Material

ACTION

Shingle overhangs not meeting the acceptable performance / condition shall be repaired.

Installation of metal drip edge under the starter shingles is acceptable.

REMARKS

The edge of the roof includes the entire perimeter of the roof including gables.

NOTES



15.8 Shading, 'stair' pattern is visible on asphalt shingle roof

ACCEPTABLE PERFORMANCE/CONDITION

Asphalt shingle roofs shall be installed so dye lot differences are minimized to provide a *uniform* roof appearance when viewed from a *normal viewing position* at ground level without magnification, under *normal lighting* conditions at the time of the *pre-delivery* inspection.

WARRANTY

When reported on the *Pre-delivery inspection* Form:

12 Months - Workmanship and Material

ACTION

Asphalt roof shingles not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall match the existing material for colour, finish or texture as closely as possible; variation between dye lots is acceptable. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* on the *PDI* Form (including pictures) upon *possession* of the home to establish that the *defect* occurred pre-*possession*.

Minor shading variations resulting from shingle dye lot differences are acceptable.

NOTES



15.9 Uneven roof sheathing causing visible irregularities in the roof surface

ACCEPTABLE PERFORMANCE/CONDITION

Asphalt shingle surfaces need not be completely flat. The roof sheathing shall provide an even surface free from thickness variations, holes, and debris that produce visible irregularities in the finished roof. The roof shall be viewed from a *normal viewing position* on the ground without magnification or reflected light.

WARRANTY

12 Months - Workmanship and Material

ACTION

Roofs not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall match the existing material for colour, finish, or texture as closely as possible; variation between dye lots is acceptable. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Visible irregularities shall be significant enough to suggest a *defect* ive condition.

NOTES



15.10Roof appears wavy

ACCEPTABLE PERFORMANCE/CONDITION

Roof sheathing shall be sized and installed in accordance with the Building Code.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

ACTION

Roof sheathing not meeting the acceptable performance / condition shall be repaired.

Repaired areas shall match the existing material for colour, finish, or texture as closely as possible; variation between dye lots is acceptable. Seasonal conditions may delay the timing of *repairs*.

REMARKS

Despite the roof being sized and installed in accordance with the *Building Code*, waviness between framing members may occur. This will not affect the performance of the roof.

Frost patterns on a roof can give the appearance of waviness without the condition existing (e.g., frost outline on sheathing joints and over roof framing members).

NOTES



15.11 Roofing nails are exposed on asphalt roofs

ACCEPTABLE PERFORMANCE/CONDITION

Roofing nails shall be covered by overlapping shingles or by an appropriate sealant.

WARRANTY

12 Months - Workmanship and Material

ACTION

Roofs with nails not meeting the acceptable performance / condition shall be repaired.

Roofing compound is an acceptable repair. Seasonal conditions may delay the timing of repairs.

REMARKS

Roofing nails require the protection of overlying shingles to ensure adequate weather protection. Sealant applied to nails shall not detract from the overall, *uniform* appearance of the roof when viewed from a *normal viewing position* at ground level under *normal lighting* conditions.

NOTES



15.12 Variation in colour after repairs

ACCEPTABLE PERFORMANCE/CONDITION

Shingles used in local *repairs* shall be of similar type, texture and colour as the original installation when viewed from a *normal viewing position* on the ground. Variation resulting from fading or different dye lot is acceptable.

WARRANTY

12 Months - Workmanship and Material

ACTION

Asphalt roof shingles not meeting the acceptable performance / condition shall be repaired.

REMARKS

The primary role of roofing is to protect the building from the weather. Slight variation in the colour of the roof after a local *repair* may be unavoidable.

NOTES



15.13 Temporary safety straps left on roof

ACCEPTABLE PERFORMANCE/CONDITION

Safety straps intended to be used only during construction shall not be left on the roof.

WARRANTY

12 Months - Workmanship and Material

ACTION

Temporary safety straps shall be removed.

REMARKS

Temporary safety straps are used during construction and there is no need for them to remain on the roof after construction, unless required by other authorities.

NOTES



15.14Roll membrane roofing is blistered but does not admit water

ACCEPTABLE PERFORMANCE/CONDITION

Roll roofing may blister under *normal* weather conditions or due to installation method.

WARRANTY

None.

ACTION

None.

REMARKS

Surface blistering of roll roofing may be caused by solar heating and *humidity*.

Inspect roof membranes regularly for tears, cuts or other damage and repair promptly.

Inspect the joints in the roof membrane for delamination regularly.

Inspect items fastened to the roof to ensure a proper seal is maintained between the roof and at all fasteners regularly.

NOTES



15.15 Water is trapped under roofing membrane

ACCEPTABLE PERFORMANCE/CONDITION

Water shall not become trapped under roofing membranes.

WARRANTY

12 Months - Workmanship and Material

2 to 5 years if resulting in unintended water penetration

Unintended water penetration resulting from failure to perform regular maintenance or *normal wear and tear* is not covered under *warranty*.

ACTION

Roofing not meeting the acceptable performance / condition shall be repaired.

Where repairs are required, colour, finish or texture may not have an exact match; this is acceptable.

Seasonal conditions may delay the timing of repairs.

REMARKS

Some *humidity* may develop beneath roof membrane. This is acceptable.

NOTES



15.16 Water is standing on a flat roof

ACCEPTABLE PERFORMANCE/CONDITION

Unless otherwise designed, flat roofs shall be constructed to drain water. Flat roofs typically are slow to drain and should be constructed to accommodate some standing water. Some areas of standing water after rainfall or melting snow are *normal*.

Water greater that 1/4 inch (6mm) in depth should not remain for more than 48 hours after rainfall has stopped and conditions of evaporation exist. Some retained water at drain edges, seams, transitions, or flashing is not uncommon and not covered under *warranty*. Standing water on roofs designed for water retention is acceptable.

WARRANTY

12 Months - Workmanship and Material

ACTION

Roofs not meeting the acceptable performance / condition shall be repaired.

Where repairs are required, colour, finish or texture may not have an exact match; this is acceptable.

Seasonal conditions may delay the timing of *repairs*.

REMARKS

Some municipalities require flow control devices to be installed on roof drains to retain water in the short term so as not overwhelm the storm drain system.

Keeping scuppers and drains free of debris is a homeowner maintenance issue.

NOTES



15.17 Roof or flashing leaks

ACCEPTABLE PERFORMANCE/CONDITION

Roofs and their associated flashings shall not allow unintended water penetration under *normal* weather conditions. *Homeowners* must take steps to prevent damage to their property and should immediately report water penetration to their *builder*.

WARRANTY

2 to 5 years if resulting in unintended water penetration

Water leakage resulting from *improper maintenance* or an *act of nature* is not covered under the *warranty*.

Damage to personal property or personal injury resulting from the water penetration is also excluded from the *warranty*.

ACTION

Roof or associated flashings that allow water penetration not meeting the acceptable performance / condition shall be *repaired*.

Where repairs are required, colour, finish or texture may not have an exact match; this is acceptable.

Seasonal conditions may delay the timing of *repairs*.

REMARKS

Ice dams can cause water leakage during the winter. This condition is warranted if the ice dam results from a demonstrated *defect* in work or material supplied by the *builder*.

Homeowners must take steps to prevent damage to their property and should immediately report any losses to their home insurance provider.

NOTES



15.18 Ice build-up is occurring on the roof

ACCEPTABLE PERFORMANCE/CONDITION

Ice damming (a build-up of ice on the roof over the eaves) and marginal icicles is a natural occurrence on a roof in winter months and is acceptable

This condition is warranted if it results from a demonstrated *Building Code* violation or *defect* in work or materials supplied by the *builder*.

WARRANTY

None.

ACTION

None.

REMARKS

Ice dams and icicles occur when the roof surface is warm enough to melt the snow, but the air temperature is cold enough to re-freeze the melt water. Natural weather patterns, building exposure, roof design and elevated attic temperatures, due to both the insulating effects of snow accumulation on the roof and air leakage from the interior of the building, can contribute to ice forming on roofs.

Removal of snow from the roof is a seasonal maintenance requirement and is the responsibility of the *homeowner*. Professional removal of buildups of ice and snow can help reduce the likelihood of water leaks.



15.19 Water entry due to snow or rain driven through louvers or vents

ACCEPTABLE PERFORMANCE/CONDITION

Attic vents must be designed and installed in accordance with the *Building Code* and prevent the entry of rain and snow under *normal* weather conditions.

During heavy storm conditions, some precipitation may occasionally be driven into vents or louvers and is not a *defect*.

This condition is warranted only where there is a demonstrated *defect* in work or material supplied by the *builder*.

WARRANTY

2 to 5 years if resulting in unintended water penetration due to a *defect* in work or material supplied by the *builder*.

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Roof/wall vents not meeting the acceptable performance/condition guideline shall be repaired.

REMARKS

Under unusually high wind conditions even professionally installed vents may allow the passage of some moisture into an attic or interior space.

NOTES



15.20 Attic ventilation is inadequate

ACCEPTABLE PERFORMANCE/CONDITION

Attics shall be ventilated in accordance with the Building Code.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is not covered under *warranty*.

ACTION

Attics not meeting the acceptable performance / condition shall be repaired.

REMARKS

Roof vents should be kept free of obstructions. Inadequate attic ventilation can lead to heat and moisture problems. Snow covering roof vents can obstruct ventilation.

NOTES



15.21Skylight leaks

ACCEPTABLE PERFORMANCE / CONDITION

Openings in the roof such as skylights or solar tubes, shall be installed in accordance with the manufacturer's specifications and not allow unintended water penetration.

WARRANTY

2 to 5 years if resulting in unintended water penetration

Water penetration due to *improper maintenance* is excluded under *warranty*.

Damage resulting from dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is not covered under *warranty*.

ACTION

Skylight or solar tube not meeting the acceptable performance / condition shall be repaired.

REMARKS

Condensation on the interior surfaces of a skylight may occur if the indoor relative *humidity* is high and is not considered indicative of roof or skylight leakage.

Proper maintenance of the skylight is the responsibility of the *homeowner*.

Installations shall be tested using *normal* weather conditions or an appropriate *water test* and not by direct or upward spray using a high-pressure water source.

NOTES



15.22 Eavestrough is missing

ACCEPTABLE PERFORMANCE/CONDITION

Where eavestroughs are not installed this is not considered to be a defect and is not covered under warranty.

WARRANTY

None.

ACTION

None.

REMARKS

None.



15.23 Rainwater is running off roof components

ACCEPTABLE PERFORMANCE/CONDITION

Rainwater draining from a roof, fascia or other exposed construction components that are not accommodated by an eavestrough is not contrary to the $Building\ Code$ or normal industry standards and is not considered to be a defect.

WARRANTY

None.

ACTION

None.

REMARKS

None.



15.24 Eavestroughs or downspouts leak

ACCEPTABLE PERFORMANCE/CONDITION

Eavestroughs and downspouts shall not leak at the joints.

WARRANTY

12 Months - Workmanship and Material

ACTION

Eavestroughs and downspouts not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

Water dripping off the outside of eavestroughs and downspouts should not be mistaken for leakage.

This issue shall be evaluated in warm weather conditions when eavestroughs are free of snow, ice, and debris.

NOTES



15.25 Eavestroughs overflow during rainfall

ACCEPTABLE PERFORMANCE/CONDITION

Eavestroughs may overflow during a rain because of converging water flows or heavy volume of rainfall.

WARRANTY

None.

ACTION

None.

REMARKS

The *homeowner* has a responsibility for keeping eavestroughs and downspouts free from environmental debris or prevent damage that could cause a blockage or restrict water flow and has a responsibility to ensure that downspout extensions are properly positioned to direct water away from the home.

Eavestroughs should drain effectively, but a minor amount of standing water in eavestroughs is acceptable.

Homeowners should wait until the rainfall dissipates before assessing eavestrough performance.



15.26 Eavestroughs do not drain completely

ACCEPTABLE PERFORMANCE/CONDITION

Eavestroughs shall slope to drains. Under *normal* rainfall conditions and when eavestroughs are unobstructed by debris, standing water may not exceed 25mm (1") in continuous eavestroughs or 50mm (2") in sectioned eavestroughs.

WARRANTY

1 year for *defects* in materials and labour.

Damage resulting from improper maintenance is not covered under warranty.

ACTION

Eavestroughs not meeting the acceptable performance / condition shall be repaired.

REMARKS

Some minimal amount of standing water is *normal*. *Normal* home maintenance includes keeping the eavestroughs and downspouts free of debris that can clog the system and to ensure that downspout extensions are properly positioned to direct water away from the home.

NOTES



15.27 Roof flashing leaks at chimney

ACCEPTABLE PERFORMANCE/CONDITION

Roof flashings at chimneys shall not leak under normal weather conditions.

WARRANTY

2 to 5 years if resulting in unintended water penetration

Water penetration due to *improper maintenance* is excluded under *warranty*.

ACTION

Roof flashings not meeting the acceptable performance / condition shall be repaired.

REMARKS

Ice build-up around chimneys can contribute to water penetration. Keeping roofs clear of heavy snow and ice is important to help prevent ice build-up. *Normal* home maintenance should include professional removal of heavy build-ups of ice and snow.



15.28 Water is leaking through a joint or crack in the chimney cap

ACCEPTABLE PERFORMANCE / CONDITION

Chimney caps shall prevent water leakage under normal rain or snow conditions.

WARRANTY

2 to 5 years for unintended water penetration

Unintended water penetration resulting from failure to perform regular maintenance or *normal wear and tear* is not covered under *warranty*.

ACTION

Chimney caps not meeting the acceptable performance / condition shall be repaired.

REMARKS

Masonry chimney cap cracks may develop due to the severe conditions; caps must endure.

Where repairs are required, colour, finish or texture may not have an exact match.

NOTES



15.29 Free-standing masonry chimney has separated from the structure to which it is attached

ACCEPTABLE PERFORMANCE / CONDITION

Separation shall not exceed 3/8 inch (9mm) in any 10 foot (305mm) vertical measurement.

WARRANTY

1 year for defects in materials and labour.

ACTION

Free-standing chimneys not meeting the acceptable performance / condition shall be repaired.

REMARKS

The cause of any separation exceeding the acceptable performance / condition should be determined. Newly built free-standing masonry chimneys will often incur slight amounts of movement from the main structure under *normal* conditions.

NOTES



16. Fireplaces/Plumbing/Electrical

16.1 Chimney serving solid fuel burning (wood, manufactured logs, pellets, etc.) appliance does not draw properly

ACCEPTABLE PERFORMANCE/CONDITION

Chimneys serving solid-fuel appliances shall be installed in accordance with the *Building Code* and manufacturer's *guide*lines.

WARRANTY

12 Months - Workmanship and Material

2 years for Building Code violation resulting in unsafe conditions

Damage resulting from *improper maintenance* or additions, deletions or alterations made by a *homeowner* is not included under *warranty*.

ACTION

Chimneys not meeting the acceptable performance / condition shall be repaired.

REMARKS

Homeowners should fully understand the operation of their fireplaces and the damper in particular, before ignition. Flue gasses going up the chimney must be *replaced* with a comparable volume of fresh (cold) air entering the room. Opening a window may help the chimney draw.

Chimneys may not draw properly if:

- adjacent buildings, trees or high winds create downdrafts
- the chimney is plugged
- the chimney is cold
- the combustion air for the appliance is restricted
- high-capacity kitchen range hood fan is running (operating)

NOTES



16.2 Fireplace firebox paint and/or glass finish has changed in appearance

ACCEPTABLE PERFORMANCE/CONDITION

Fireplace firebox paint colour, glass or trim may change with time and use.

WARRANTY

None.

ACTION

None.

REMARKS

Even though the firebox paint is designed for hot temperatures, the paint may change colour.

Patina of the fireplace finish, trim and/or glass may change with time and use and is acceptable.

Fireplaces shall be used and maintained by the *Homeowner* in accordance with manufacturer's recommendations.

NOTES



16.3 Firebrick is cracked or broken

ACCEPTABLE PERFORMANCE / CONDITION

Firebrick provides the primary heat protection in the firebox. Overheating can cause premature cracking. Firebricks can be damaged by impact.

WARRANTY

None.

Damage resulting from *improper maintenance* or *normal wear and tear* is not covered under *warranty*.

ACTION

None

REMARKS

None.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



16.4 Water pipes are leaking

ACCEPTABLE PERFORMANCE/CONDITION

Domestic water supply and drainpipes shall not leak.

WARRANTY

2 years Delivery and Distribution and Distribution Systems

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Secondary damage caused by *defects*, such as property damage or personal injury, is not covered under *warranty*.

ACTION

Pipes not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

Condensation on piping should not be mistaken for a leaking pipe. Condensation on cold-water supply lines is not covered under *warranty*. High indoor *humidity* is the main cause of condensation on pipes.

If a leak is detected in a water supply pipe, the water supply valve should be turned off immediately until the builder's representative can assess the condition. The homeowner has a responsibility to mitigate damages.

NOTES



16.5 Faucet or plumbing fixture is leaking

ACCEPTABLE PERFORMANCE/CONDITION

Under *normal* operation and where maintenance are not an issue, faucets, exterior hose bibs or plumbing fixtures shall not leak, drip, or run on when fully closed or shut off.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Secondary damage caused by *defects*, such as property damage or personal injury, is not covered under *warranty*.

ACTION

Faucets or plumbing fixtures not meeting the acceptable performance / condition shall be repaired.

REMARKS

Confirm proper operation of faucets and plumbing fixtures at the *Pre-delivery inspection*. *Homeowners* have an obligation to mitigate damages and turn off the water supply if the leak has the potential to cause damage to other parts of the home or personal property.

If a leak occurs after the one-year warranty, service may be available from the manufacturer.

NOTES



16.6 Bathtub, shower enclosure or shower doors leak

ACCEPTABLE PERFORMANCE/CONDITION

Bathtub and shower enclosure doors shall be installed in accordance with manufacturer's specifications so that they do not leak.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Secondary damage caused by *defects*, such as property damage or personal injury, is not covered under *warranty*.

ACTION

Bathtub or showers not meeting the acceptable performance / condition shall be repaired.

REMARKS

Caulking and seals around bathtubs, shower enclosures and door seals require regular *homeowner* inspection and maintenance to prevent leaks.

If a leak is detected in a water supply pipe, the main water supply valve should be turned off immediately until the builder's representative can assess the condition. The homeowner has a responsibility to mitigate damages.

NOTES



16.7 Water supply is inadequate

ACCEPTABLE PERFORMANCE/CONDITION

Water supply from private water sources (e.g., wells or cisterns) may fluctuate from time to time. Water supply from municipal water sources may vary with the supplied pressure.

WARRANTY

None.

ACTION

None.

REMARKS

Confirm proper operation of all faucets and fixtures during the *Pre-delivery inspection*. Variations in water pressure in municipal services can occur during peak periods of demand, burst water mains or fire protection services which is *normal*.

Municipal or *Building Code* may require water flow control devises on faucets, showerheads, and fixtures to conserve water and should not be misconstrued as a *defect*. The design of some fixtures may inherently restrict water flow.

After occupancy, the *builder* is not responsible for contamination or reduced water capacity from private water sources provided it can be shown there was a supply of potable water at the time of occupancy.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



16.8 The domestic water supply system does not deliver water

ACCEPTABLE PERFORMANCE/CONDITION

The domestic water supply system supplied and installed by the *builder* shall be capable of delivering water from a municipal or private (well) source throughout the home.

WARRANTY

2 years Delivery and Distribution and Distribution Systems

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Damage caused by municipal services or other utilities is not covered under warranty.

ACTION

Domestic water supply systems not meeting the acceptable performance / condition shall be repaired.

REMARKS

Conditions beyond the control of the *builder*, such as burst water mains and periods of drought affecting groundwater levels that disrupt or eliminate the water supply, are not covered under *warranty*.

NOTES



16.9 Supply and drainpipes are noisy or "water hammer"

ACCEPTABLE PERFORMANCE/CONDITION

Water supply pipes shall be installed to minimize the effects of water hammer and in accordance with the *Building Code*. Excessive water hammering that is repetitive, consistent, and *readily audible* during *normal* operation is not acceptable. Drainage pipes shall be installed in accordance with the *Building Code*.

WARRANTY

2 years Delivery and Distribution and Distribution Systems

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Plumbing pipes not meeting the acceptable performance / condition shall be repaired.

REMARKS

A sudden thump of water supply pipes (commonly referred to as water hammering) may occur when a faucet or fixture is closed abruptly and is *normal* and not covered under *warranty*.

Slight "ticking" sounds coming from pipes as they expand are normal and are not covered under warranty.

The sound of water flowing through drainage pipes or effluent material contacting drainage pipe unions during a transition in direction when the toilet is flushed is *normal* and not covered under *warranty*.

Anti-siphon valves on exterior hose bibs may make a high pitch sound or contribute to water hammer. This does not necessarily represent a *defect*. The anti-siphon valve may need to be cleaned and/or *replaced* as part of *normal* home maintenance.

NOTES



16.10Plumbing pipes are frozen or have burst

ACCEPTABLE PERFORMANCE/CONDITION

Plumbing pipes shall be protected from freezing in accordance with the Building Code.

WARRANTY

2 years Delivery and Distribution and Distribution Systems

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Secondary damage caused by *defects*, such as property damage or personal injury, is not covered under *warranty*.

ACTION

Plumbing pipes not meeting the acceptable performance / condition shall be repaired.

REMARKS

Homes must be kept at temperatures to always prevent freezing. If this is not possible, proper precautions should be taken to prevent freezing such as shutting off and draining the water supply system.

For exterior hose bibs, shut off any associated interior valves and leave the exterior valve open as part of a regular seasonal maintenance program. Garden hoses must also be disconnected from the exterior hose bib. Frost-free hose bibs will not protect water lines from freezing if exterior hoses have not been physically disconnected from the threaded connection; this is not a *defect*.

Where heat tape is required, *homeowners* are responsible for inspection and maintenance of the heat tape as part of regular *homeowner maintenance*.

If a burst pipe is detected in a water supply pipe, the main water supply valve should be turned off immediately until the *builder's* representative can assess the condition.

NOTES



16.11 Condensation appears on water supply pipes and toilets.

ACCEPTABLE PERFORMANCE/CONDITION

Condensation on water supply pipes and toilets may occur when indoor relative *humidity* is high.

WARRANTY

None.

ACTION

None.

REMARKS

Condensation may appear on water supply lines and toilets from time to time and is *normal*.



16.12 Plumbing fixtures or trim fittings have deteriorated or discoloured

ACCEPTABLE PERFORMANCE/CONDITION

Plumbing fixtures shall be free of *readily visible defects*.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Plumbing fixtures are not considered a part of a delivery and distribution system.

Plumbing fixtures supplied by the *homeowner* are excluded from the *warranty*.

ACTION

Plumbing fixtures not meeting the acceptable performance / condition shall be repaired.

REMARKS

Plumbing fixtures are mechanical devices and, as such, must be maintained by the *homeowner* in accordance with the manufacturer's instructions.

The quality or quantity of water from a municipal water supply, water well, or any other source may affect the condition of plumbing fixtures and is an acceptable exclusion.

NOTES



16.13 Defective plumbing fixtures

ACCEPTABLE PERFORMANCE/CONDITION

Plumbing fixtures shall be free of performance *defects* and operate as intended.

WARRANTY

12 Months - Workmanship and Material

Plumbing fixtures are not considered a part of a delivery and distribution system.

Plumbing fixtures supplied by the *homeowner* are excluded from the *warranty*.

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Secondary damage caused by *defects*, such as property damage or personal injury, is not covered under *warranty*.

ACTION

Plumbing fixtures not meeting the acceptable performance / condition shall be repaired.

REMARKS

Confirm proper operation of the plumbing fixtures during the *Pre-delivery inspection*.

Plumbing fixtures are mechanical devices and, as such, must be maintained by the *homeowner* in accordance with the manufacturer's instructions.

The quality or quantity of water from a municipal water supply, water well, or any other source may affect the condition of plumbing fixtures and is an acceptable exclusion.

NOTES



16.14 Toilet takes more than one flush to empty

ACCEPTABLE PERFORMANCE/CONDITION

Toilets shall flush waste into the sanitary sewer system as dictated by their design

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Toilets are not considered a part of a delivery and distribution system.

ACTION

Toilets not meeting the acceptable performance / condition shall be repaired.

REMARKS

Newer low-volume toilets required by municipalities or the *Building Code* use less water to flush waste away than older models, but their operation is more sensitive to the effects of the:

- amount of waste
- amount of paper
- volume of water in the tank, as a result, multiple flushes may be required.

Some tank designs require the homeowner to hold down the flush lever for an extended period to ensure a proper flush of waste. Confirm proper operation of the plumbing fixtures during the Pre-delivery inspection.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



16.15 Toilet wax seal leaks

ACCEPTABLE PERFORMANCE/CONDITION

If installed by the *builder*, toilet wax seals shall not leak.

WARRANTY

12 Months - Workmanship and Material

Toilet seals are not considered a part of a delivery and distribution system.

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Toilet wax seals not meeting Acceptable Performance/Condition shall be repaired.

RFMARKS

It is the *homeowner*'s responsibility to mitigate damages involving water or sewage leaks including shutting off the valve at the toilet or main water supply line. Contact the *builder* immediately upon identification of the leak.

Toilet leaks due to a loose or unsecured toilet is not covered under *warranty*. Confirm all toilets are securely fastened during the *Pre-delivery inspection*. The *homeowner* is required to maintain and tighten any loose toilet components as part of regular maintenance.

NOTES



16.16 Sewers or drains are draining slowly or backing up

ACCEPTABLE PERFORMANCE/CONDITION

Sanitary and storm drainage systems shall drain properly. For *warranty* coverage to be considered, the blockage must be attributed to a construction *defect* within the property.

WARRANTY

12 Months - Workmanship and Material

2 years Delivery and Distribution and Distribution Systems

Damage caused by blocked sanitary drainage systems resulting from vegetation (e.g., tree roots), alterations made by the *homeowner*, *improper maintenance*, or use or caused by municipal services or other utilities is excluded from the *warranty*.

ACTION

Sanitary and storm drainage systems not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

It is the *homeowner*'s responsibility to mitigate damages involving water or sewage including shutting off the main water supply line. Contact the *builder* immediately upon identification of a blockage, followed by the *municipality*. The issue may involve the municipal sewage system, which is beyond the *builder*'s control, and is not a *defect*.

Sewage systems outside of municipalities require septic systems and maintenance procedures unique to those installations. *Homeowners* are strongly advised to completely understand the operation of their septic system, observe cautions involving the septic field, not to exceed the system's design parameters and to provide the service regimen that such systems require.

Where heat tape is required, *homeowners* are responsible for inspection and maintenance of the heat tape as part of regular *homeowner maintenance*.

With respect to septic systems, improper maintenance by the homeowner includes:

- Connection of sump pump, roof drains, or backwash from a water conditioner into the system.
- Placement of non-biodegradable items into the system.
- Use of a food waste disposal.



- Placement of surfaces not permeable to water over the disposal area of the system.
- Allowing vehicles to drive or park over the disposal area of the system.
- Failure to pump out the septic tank periodically, as required.
- Use that exceeds the system's design standards

Failure of the system due to actions of the homeowner is not a defect.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



16.17 Cracks, chips, or scratches exist in porcelain, enamel, acrylic, solid composite, or fibreglass surfaces

ACCEPTABLE PERFORMANCE/CONDITION

At walkthrough, plumbing fixtures exposed to *normal* view shall be free from visible damage at the time of *possession*.

WARRANTY

When reported on the Pre-delivery inspection Form:

• Damage noted after *possession* is not covered under *warranty*.

12 Months - Workmanship and Material

Damage resulting from normal wear and tear or improper use is not covered under warranty

ACTION

Plumbing fixtures not meeting the acceptable performance / condition at possession shall be repaired.

Professional re-finishing of porcelain, enamel or fiberglass surfaces are acceptable *repairs*. Other *repairs* may consist of patching, filling, or resurfacing the affected area.

Where repairs are made, an exact match of colour, finish, grain, sheen, or texture may not be possible

REMARKS

Items of this nature should be taken note of and documented by the *homeowner* (including pictures) upon *possession* of the home to establish that the damage occurred pre-*possession*. After *possession*, the *homeowner* is responsible to maintain surface finishes in accordance with the manufacturer's instructions.

NOTES



16.18 Manufactured solid-surface countertop with integrated wash basin has cracks at the drain

ACCEPTABLE PERFORMANCE/CONDITION

Manufactured solid-surface countertops shall be installed to prevent stress cracking and in accordance with the manufacturer's specifications.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Action

Manufactured solid surface countertops not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

Drains in manufactured materials should be reviewed during the Pre-delivery inspection.

Manufactured solid surfaces can be damaged by impact or stress due to over-tightening of drains. Care should be taken by the *homeowner* when cleaning or servicing to prevent cracking or chipping. Refer to manufacturer's recommendations for use.

Crazing (fine cracking of the glaze) caused due to hot water expansion and *contract*ion is not a *warrantable defect*.

NOTES



16.19Fiberglass and acrylic bathtub or shower base flexes and creaks

ACCEPTABLE PERFORMANCE/CONDITION

Lightweight bathtubs and showers may flex and creak when installed but shall not crack under the designed load conditions.

WARRANTY

12 Months - Workmanship and Material

ACTION

Bathtubs or showers not meeting the acceptable performance / condition shall be repaired.

REMARKS

Fibreglass and acrylic bathtubs and shower enclosures are lightweight yet strong. Flexing or creaking sounds can often be heard especially in large soaker-type tubs as they are filled and emptied. These fixtures are designed to withstand this type of flexing; it does not represent a manufacturing or installation *defect*.

NOTES



16.20 Electrical outlets or switches do not work

ACCEPTABLE PERFORMANCE/CONDITION

Electrical outlets and switches shall be installed in accordance with the manufacturer's specifications and the local Electrical Code.

WARRANTY

2 years Delivery and Distribution and Distribution Systems

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Secondary damage caused by *defects*, such as property damage or personal injury, is not covered under *warranty*.

ACTION

Electrical outlets and switches not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

When troubleshooting a localized power loss, *homeowners* should check the breakers, the GFI's (ground fault interrupter) and re-set if required. Also check the light bulb or appliance.

NOTES



16.21 Electrical fixture does not work

ACCEPTABLE PERFORMANCE/CONDITION

Electrical fixtures supplied and installed by the *builder* shall be installed in accordance with the manufacturer's specifications and the local Electrical Code.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Secondary damage caused by *defects*, such as property damage or personal injury, is not covered under *warranty*.

Electrical fixtures are not considered a part of a delivery and distribution system.

Electrical fixtures supplied by the *homeowner* are excluded from the *warranty*.

ACTION

Electrical fixtures not meeting the acceptable performance / condition shall be replaced.

REMARKS

Confirm that all electrical fixtures are operating properly at the *Pre-delivery inspection*.

Some fixtures such as ceiling fans have remote controls, wall switches and pull switches on the fixture. All switches must be "On" to direct electricity to the fixture. Check the electrical circuit panel when a receptacle or switch fails to work.

Light bulb replacement is considered homeowner maintenance and not a warrantable defect after possession.

NOTES



16.22 Circuit breakers trip repeatedly

ACCEPTABLE PERFORMANCE/CONDITION

Electrical circuit breakers shall be installed in accordance with the local Electrical Code.

WARRANTY

2 years Delivery and Distribution and Distribution Systems

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Secondary damage caused by *defects*, such as property damage or personal injury, is not covered under *warranty*.

ACTION

Electrical circuits not meeting the acceptable performance / condition shall be repaired.

REMARKS

Circuit breakers protect electrical wiring from overloading. Frequent tripping of circuit breakers or blown fuses could result from faulty appliances and should be investigated. Some appliances have special power requirements or may contain motors that cause an electrical arc at start up, this may cause arc-fault breakers to trip; this is not a *warrantable defect*.

Care should be taken not to overload or bypass electrical circuits. Personal injury or fire can result. Typical household wiring is installed to accommodate residential electrical loads. Specific requirements should be discussed with the *builder* prior to installation.

NOTES



16.23 Ground Fault Interrupter (GFCI) trips frequently

ACCEPTABLE PERFORMANCE/CONDITION

GFCI breakers and receptacles shall be installed in accordance with the Local Electrical Code.

WARRANTY

2 years Delivery and Distribution and Distribution Systems

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Electrical circuits protected by the GFCI not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

GFCIs are sensitive safety devices installed to provide protection against electrical shock, especially in wet areas. These devices can be tripped and reset easily. Frequent tripping may indicate an appliance fault and should be investigated.

GFCIs are often interconnected with plain receptacles to protect an entire circuit. For example, all bathrooms on one floor may be connected to one GFCI. This is also typical for outdoor receptacles.

NOTES



16.24 Ceiling mounted fan vibrates and is noisy

ACCEPTABLE PERFORMANCE/CONDITION

Ceiling fans installed by the *builder* shall be installed according to the manufacturer's installation instructions.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Electrical fixtures are not considered a part of a delivery and distribution system.

Electrical fixtures supplied by the homeowner are excluded from the warranty.

ACTION

Ceiling fans not meeting the acceptable performance / condition shall be repaired.

REMARKS

Some vibration or operating noise is *normal*. The degree of fan vibration is often influenced by the length of the down-shaft and the quality of the fixture itself.

Ceiling fans will accumulate debris on the blades and may become unbalanced over time; requiring regular cleaning and maintenance which is the responsibility of the *homeowner*.

NOTES



16.25 Receptacle or switch cover is not flush and plumb with the wall

ACCEPTABLE PERFORMANCE/CONDITION

Electrical receptacles and switches shall be installed so that the cover plate sits generally flush and plumb with the adjacent wall surface. Gaps between the wall plate and adjacent wall surface shall not be greater than 1/8 inch (3mm).

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Receptacle or switch cover plates not meeting the acceptable performance / condition shall be repaired.

REMARKS

None.

NOTES



16.26 Interior light fixtures are discoloured or tarnished

ACCEPTABLE PERFORMANCE/CONDITION

Light fixtures supplied and installed by the builder shall not discolour or tarnish under normal use.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Electrical fixtures are not considered a part of a delivery and distribution system.

Electrical fixtures supplied by the *homeowner* are excluded from the *warranty*.

ACTION

Light fixtures not meeting the acceptable performance / condition shall be replaced.

REMARKS

Some light fixtures discolour (patina) as part of the normal operation of that fixture.

Discolouration may occur due to the *normal* operation of the fixture, atmospheric conditions, or *normal* oxidization: this is acceptable. Exceeding the manufacturer's specification for bulb wattage may also cause discolouration, which is not covered under *warranty*.

NOTES



16.27 Building Code required smoke or carbon monoxide alarms or not functioning

ACCEPTABLE PERFORMANCE/CONDITION

Smoke and carbon monoxide alarms shall be installed according to the manufacturer's instructions and in accordance with the *Building Code* and relevant municipal by-laws.

WARRANTY

2 years Delivery and Distribution and Distribution Systems

2 years for Building Code violation resulting in unsafe conditions

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

Secondary damage caused by *defects*, such as property damage or personal injury, is not covered under *warranty*.

REQUIRED RESPONSE

Smoke and carbon monoxide alarms not meeting the acceptable performance/condition *guide*line shall be *repaired*.

CONSIDERATIONS

Smoke alarms with battery backup must be installed on all floors, including basements, as well as in each bedroom and in the hallway that serves the bedroom(s). Alarms must operate at 120 volts and be supplied by an unswitched lighting branch circuit or a combination lighting and receptacle branch circuit, that is not protected by a GFCI or an AFCI.

Smoke alarms shall be interconnected so that the operation of any one device will activate all the other alarms. Combination smoke and carbon monoxide alarms may be used as they can reduce the number of units to be maintained.

A carbon monoxide alarm is required in every home that contains a fuel-burning appliance or an attached garage. Carbon monoxide alarms shall be interconnected so that the operation of any one device will activate all the other alarms. Combination smoke and carbon monoxide alarms may be used as they can reduce the number of units to be maintained.

NOTES





17. Interior Climate Control

17.1 Air is leaking through or around windows and/or exterior doors

ACCEPTABLE PERFORMANCE/CONDITION

Windows and doors shall comply with the *Building Code*, and when properly closed, should not allow excessive air leakage under *normal* design weather conditions.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Doors and/or windows not meeting the acceptable performance / condition shall be repaired.

REMARKS

Doors and windows are manufactured to meet specifications for weather tightness and are designed to withstand reasonable wind loads.

Doors and windows must be properly closed and locked to ensure positive contact with weather stripping.

Interior air movement along and across the interior face of a window (convection) is *normal* and should not be confused with air leakage through the window unit.

Weather stripping will become worn over time and use. Weather stripping should be inspected for compression and *wear* and *tear* and *replaced*, if necessary, by the *homeowner*.

NOTES



17.2 Draft is felt at exterior wall electrical outlet or wall switch

ACCEPTABLE PERFORMANCE/CONDITION

Electrical boxes mounted on exterior walls that penetrate the air barrier systems shall be installed to minimize air infiltration.

WARRANTY

12 Months - Workmanship and Material

ACTION

Electrical boxes not meeting the acceptable performance / condition shall be repaired.

REMARKS

Some drafts may occur around electrical outlets or receptacles on exterior walls, particularly when it is cold or windy; this is acceptable.

Air movement along and across the interior face of a wall (convection) is *normal* and may simulate draft conditions.

NOTES



17.3 Kitchen or bath fans allow cold air infiltration (drafts)

ACCEPTABLE PERFORMANCE/CONDITION

Kitchen and bath exhaust fans shall be installed with back-draft dampers as per manufacture's specifications.

WARRANTY

12 Months - Workmanship and Material

ACTION

Kitchen or bath fans not meeting the acceptable performance / condition shall be repaired.

REMARKS

Because they are connected to the exterior by a duct, ventilation fans are indirectly open to outside air. Even though these types of fans come equipped with dampers, they are not completely effective at eliminating cold air infiltration and some minor draft is acceptable. Sometimes they can become obstructed and not close fully.

As part of regular home maintenance, vent terminations on exterior walls should be inspected periodically to ensure the openings are not obstructed (e.g., by birds or other animals).

The *homeowner* is responsible for maintaining both the fan unit and the exhaust vent on the outside of the home.

During gusty wind conditions, *homeowners* may hear the damper fluttering as it adjusts to the fluctuating air pressure; this is *normal*.

NOTES



17.4 Moisture is dripping from exhaust fans, interior ductwork, and air handling equipment

ACCEPTABLE PERFORMANCE/CONDITION

On occasion, condensation may occur on or in indoor ductwork and air handling equipment due to environmental condition or interior generated *humidity*.

WARRANTY

None.

ACTION

None.

REMARKS

Condensation may occur in the summer when air conditioning equipment is operating or in winter when ducts are chilled by incoming outdoor air.

Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation and *humidity* is not a *warrantable defect*.



17.5 Condensation or frost appears on windows.

ACCEPTABLE PERFORMANCE/CONDITION

Condensation may occur on interior window surfaces when water vapour in indoor air contacts cold surfaces such as windows. Condensation on windows is common during cold seasons and when outdoor temperatures are below freezing, ice may also form at the bottom of the window; This is acceptable.

WARRANTY

None.

ACTION

None.

REMARKS

It is important for *homeowners* to maintain proper *humidity* levels within the home. Condensation forming on windows is a common condition even when *humidity* levels are properly maintained. Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is not included under *warranty*.

Interior air moving over the windows can help control condensation. Heavy draperies or window coverings that cover windows, and blocked heat diffusers, can prevent this from happening.

Humidity can be reduced by using a dehumidifier or by increasing the amount of mechanical ventilation to the area. Control of interior humidity and understanding how to use your ventilation appliance (HRV or principal ventilation fan) to reduce condensation in your home is the responsibility of the homeowner. Review all HVAC maintenance manuals to understand how to use these appliances as the seasons change.



17.6 Insufficient Insulation

ACCEPTABLE PERFORMANCE/CONDITION

Insulation shall be installed in accordance with the Building Code

WARRANTY

12 Months - Workmanship and Material

2 years for *Building Code* violation if condition results in inability to heat the home to *Building Code* requirements.

ACTION

Insulation not meeting the acceptable performance / condition shall be repaired.

REMARKS

Several factors affect living space temperatures:

- a. Proper installation of insulation shall include correct placement behind electrical boxes, backing studs, corner framing and wiring, and around window and door openings.
- b. Directional orientation north-facing rooms are cooler than south-facing rooms.
- c. Windows glass has little insulating value and allows more heat to escape from the room.
- d. Rooms over garages have insulated floors that lose heat to the unheated garage below.
- e. Airflow free airflow from the supply outlet in a room to a return inlet or undercut door is essential. A minimum 25 mm space under interior doors above the finished floor covering should be provided.

Wind washing of insulation is a *normal* condition that exists with blown-in insulation where wind movement has displaced the insulation to a point at which the thermal resistance value has become compromised; this is beyond the control of the *builder*. Inspection of the attic insulation is the responsibility of the *homeowner*.

NOTES



17.7 Differences in heat occur from one living area to the next during the heating season.

ACCEPTABLE PERFORMANCE/CONDITION

The heat balance of living areas shall be generally *uniform* throughout the home. Variances in temperature from one living area to the next are expected and acceptable. Pantries and closets are not typically directly heated and may be cooler than regular living areas.

WARRANTY

None.

ACTION

None.

REMARKS

The balancing of heat within a home is an owner action and is not covered under *warranty*. Heat registers and ductwork dampers can be adjusted to reduce large variations in room temperature.

- a. Several factors affect living space temperatures and comfort:
 Directional orientation: north-facing rooms are cooler than south-facing rooms.
- b. Windows: glass has little insulating value and allows more heat to escape from the room.
- c. Rooms over garages: have insulated floors that lose heat to the unheated garage below.
- d. Airflow: free airflow from the supply outlet in a room to a return inlet or undercut door is essential.
- e. Generally, a minimum 25 mm (1") space under interior doors above the finished floor covering should be provided.
- f. Personal preference: personal comfort differs between individuals. Balancing the air delivery system may not completely compensate for the effects of these factors.
- g. Drapes and furnishings can also influence the heat balance of a room. At commencement of warranty, living areas are balanced. The balance can be affected by seasonal temperature variations and direct sunlight on south facing windows.

A temperature reading is taken four feet above floor level and as close as possible to the centre of the warm air supply and cold air return in any living area after the heating system has been running for an appropriate period of time.



17.8 Heating system is inadequate

ACCEPTABLE PERFORMANCE/CONDITION

Heating systems shall be capable of maintaining an indoor air temperature in accordance with that *Building Code* and maintain:

- a) 22°C in living spaces and
- b) 18°C unfinished basements
- c) 15°C in crawl spaces.

at the design temperature for the geographical location.

WARRANTY

2 years for Delivery and Distribution

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Where the heating system is not capable of maintaining the prescribed temperature, repairs shall be made.

REMARKS

In air and fluid flow heating systems, the flow of heat can be adjusted to minimize differences. This is commonly known as "balancing" and should be done as part of the maintenance of the heating system.

Temperature variations between rooms in a home are common and can be expected because of the direction a room faces, the number of windows within a room, airflow in and out of a room (if doors are closed as opposed to open) and whether the room is situated over an unheated area of the home such as a garage or exterior cantilever. Drapes and furnishings can also influence the heat balance of a room.

With a forced air heating system, the efficiency of the furnace to move air can be dramatically reduced by a dirty air filter. The *homeowner* is responsible to maintain the heating system and *replace* the air filter on a regular basis. It is recommended that circulation fans or HRV's run continuously during periods of cold weather to assist heat distribution throughout the home.

NOTES



17.9 Cooling system is inadequate

ACCEPTABLE PERFORMANCE/CONDITION

Cooling systems installed by the *builder* shall be capable of maintaining an indoor air temperature of 24°C at the design temperature for the geographical location.

WARRANTY

2 years for Delivery and Distribution

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Where the cooling system does not meet the acceptable performance / condition, repairs shall be made.

REMARKS

Sustained high outdoor temperatures exert large loads on cooling equipment; indoor temperatures will rise until outdoor temperatures return to design levels. Skylights and large window areas can allow sunlight and heat to transfer easily into the home. Temperatures tend to vary in a multi-storey home due to *normal* air movement patterns. Heat gain calculations and duct designs assist in determining the equipment size and adequacy of the cooling system. Cooling is not a requirement of the *Building Code*.

The efficiency of residential cooling systems can be affected by dirt or debris in the heat exchange units. Homeowners have a responsibility to clean and maintain the air conditioning system for optimal performance.

NOTES



17.10Furnace is running excessively

ACCEPTABLE PERFORMANCE/CONDITION

Furnaces shall be sized appropriately and installed in accordance with manufacturer's requirements and the *Building Code*.

WARRANTY

2 years for Delivery and Distribution

ACTION

Furnaces not meeting the acceptable performance/condition guideline shall be repaired.

REMARKS

On extremely cold days the furnace will be "On" more often than it is "Off," and as it approaches its operational limits, it may be "On" continuously. Some high efficiency furnaces use a blower fan that constantly circulates the air but does not necessarily always add heat while running.

The furnace cycle is also dependent upon the sensitivity of the thermostat and the swing of temperature allowed before turning on the furnace.

New high efficiency and high velocity furnaces have different operating principles and generate different noises than preceding models. These noises are *normal* and acceptable. The owner's manual should be referred to if routine operational sounds change.

Regular homeowner maintenance requires an understanding of the operation of the furnace. Homeowners are responsible to ensure intake and exhaust vents are clear of obstructions (i.e., snow, ice, and debris) at all times.

NOTES



17.11 Furnace makes unusual noises or is too noisy

ACCEPTABLE PERFORMANCE/CONDITION

Furnaces shall operate within their operational and design parameters.

WARRANTY

2 years for Delivery and Distribution

ACTION

Furnace components not meeting the acceptable performance / condition shall be repaired.

REMARKS

New high efficiency and high velocity furnaces have different operating principles and generate different noises than preceding models. These noises are *normal* and acceptable. The owner's manual should be referred to if routine operational sounds change.

In some systems the fan is designed to run constantly for proper air circulation throughout the home. The constant operation of the fan does not mean it is inefficient, but that the furnace is operating as it was designed to.

Homeowners are responsible for ensuring that intake and exhaust vents are clear of obstructions (i.e., snow, ice, and debris) always.

NOTES



17.12Heating, ventilation, or air conditioning (HVAC) systems not installed properly

ACCEPTABLE PERFORMANCE/CONDITION

HVAC appliances shall be installed to meet the manufacturer's specifications and the *Building Code*. Ductwork and piping shall be joined and supported to maintain joint integrity.

WARRANTY

2 years for Delivery and Distribution

2 years for Building Code violation resulting in unsafe conditions

Damage resulting from alterations, deletions or additions by the *homeowner*, or *improper maintenance* is not covered under *warranty*.

ACTION

Where *builder*-supplied and installed appliances, ductwork and piping do not meet the acceptable performance / condition, *repairs* shall be made.

REMARKS

Confirm proper operation of the HVAC system during the *Pre-delivery inspection*.

Appliances such as the furnace and water heater are located at the discretion of the *builder* within the requirements of the governing authority.

NOTES



17.13 Ductwork is noisy.

ACCEPTABLE PERFORMANCE/CONDITION

Ductwork may make noise as it expands and contracts and as air flows during heating and cooling cycles.

WARRANTY

None.

ACTION

None.

REMARKS

Noise consistent with the *normal* operation of the furnace, blower and related components is not a *warrantable defect*. Unusual noises or a change in noise may be indicative of a maintenance requirement.

NOTES



17.14Ductwork makes noise when floor is walked upon, commonly referred to as "oil-canning"

ACCEPTABLE PERFORMANCE/CONDITION

Ductwork shall be constructed and installed to limit excessive "oil Canning" and shall not be repetitive and *readily audible* under *normal* loading conditions.

WARRANTY

12 Months - Workmanship and Material

Damage due to *normal* shrinkage of materials caused by drying after construction is not covered under *warranty*.

ACTION

Ductwork not meeting the acceptable performance / condition shall be repaired.

REMARKS

Weight transfer on floors over metal ductwork can sometimes result in a temporary deflection of the metal ductwork, generating a noise when it snaps back to its original position. Shrinkage of floor joists may cause "oil canning" and is not covered under *warranty*.

NOTES



17.15 Ductwork comes apart

ACCEPTABLE PERFORMANCE/CONDITION

Ductwork shall be joined and supported to prevent separation or detachment and maintain joint integrity.

WARRANTY

2 years for Delivery and Distribution

Damage resulting from alterations, deletions or additions by the *homeowner*, or *improper maintenance* is not covered under *warranty*.

ACTION

Ductwork not meeting the acceptable performance / condition shall be repaired.

REMARKS

None.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



17.16 Condensate line is blocked

ACCEPTABLE PERFORMANCE/CONDITION

Condensate lines from air conditioning condenser coils, condensing furnaces or hot water tanks shall be free from blockage at *possession*.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Condensate lines not meeting the acceptable performance / condition shall be repaired.

REMARKS

Condensate lines should be inspected and cleaned as part of regular home maintenance.

In refrigeration-type units, the condensate line is usually blocked by ice rather than debris and is not covered under *warranty*.

NOTES



17.17 Air conditioning coolant line leaks

ACCEPTABLE PERFORMANCE/CONDITION

Air conditioning systems supplied and installed by the *Builder* shall not leak.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Air conditioning systems not meeting the acceptable performance shall be repaired.

REMARKS

None.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



17.18Gaps exist between heat registers, cold air return grills, ventilation grills and the adjacent surfaces

ACCEPTABLE PERFORMANCE/CONDITION

Heat registers, cold air return grills and ventilation grills shall be installed flush with the adjacent surface as dictated by their design. Minor gaps not exceeding 1/8 inch (3mm) in width between the diffuser or grille and the adjacent surface are acceptable.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Heat registers, cold air return grills and ventilation grills not meeting the acceptable performance / condition shall be *repaired*.

REMARKS

None.

NOTES



17.19 Noise can be heard at register

ACCEPTABLE PERFORMANCE/CONDITION

Floor registers and cold air return grilles shall be installed to prevent rattling.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Floor registers or cold air returns not meeting the acceptable performance / condition shall be repaired.

REMARKS

The sound of air movement at floor registers or cold air return grilles is *normal*, but they should not rattle under *normal* use.

NOTES



17.20 There are temperature variations (or hot & cold spots) in the floor of an electric in-floor warming system.

ACCEPTABLE PERFORMANCE/CONDITION

Electric in-floor warming systems shall provide a *uniform* temperature throughout the heating zones of the floor in accordance with their design.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Electric in-floor warming systems not meeting the acceptable performance / condition shall be repaired.

REMARKS

Minor temperature variations in the floor of an electric in-floor warming system, designed to create warm floor surfaces, can be expected. Heat is delivered to electric in-floor warming systems through lines of wire. There is a specified distance between these lines, and the areas of the floor between these lines will naturally be cooler than the areas of the floor immediately above the lines. These lines may be arranged in groups or "zones". If a zone is not providing heat, a definable area of the floor will feel cool.

Areas of extreme heat loss such as a patio door or large window, can affect the surface temperature of the floor surface near them. Electric in-floor heat is not always designed to be installed in (or to heat) the entire floor area. For example: behind and beside toilets and in closets.

NOTES



17.21There are temperature variations (or hot & cold spots) in the floor of a hydronic in-floor warming system

ACCEPTABLE PERFORMANCE/CONDITION

Hydronic in-floor warming systems shall provide a *uniform* temperature throughout the heating zones of the floor in accordance with their design.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Hydronic in-floor warming systems not meeting the acceptable performance condition shall be repaired.

REMARKS

Minor temperature variations in the floor of a hydronic in-floor warming system, designed to create warm floor surfaces, can be expected. Heat is typically delivered to in-floor hydronic heating systems through fluid filled lines. There is a specified distance between these heat lines, and the areas of the floor between these heat lines will *naturally* be cooler than the areas of the floor immediately above the heat lines. These lines are also arranged in groups or "zones". Fluid circulating through these zones gradually loses heat from the point it enters the loop to the point it leaves the loop. This can account for some small variations across the floor surface. If a loop or zone is not providing heat, a definable area of the floor will feel cool.

Hydronic in-floor systems transfer heat from a fluid to the surrounding floor systems which in turn radiate the heat to the room. Temperature variations across the floor may be more noticeable if the system has not had a chance to equalize with the floor in which it is contained. Areas of extreme heat loss such as a patio door or large window, can affect the surface temperature of the floor surface near them. In addition, hydronic in-floor heat is not always designed to be installed in (or heat) the entire floor area. For example: behind and beside toilets and in closets or utility rooms.

NOTES



17.22 Radon has been detected in the home

ACCEPTABLE PERFORMANCE/CONDITION

Radon is a *naturally* occurring gas and may enter the home if it is present in the immediate environment. This is not a *defect*.

WARRANTY

None.

ACTION

None.

REMARKS

Radon is *naturally* occurring radioactive gas found in soil, rock, or water. Radon levels in a home cannot be determined prior to occupancy and cannot be predicted.

The *Building Code* specifies construction requirements intended to mitigate or minimize the radon levels in a home; however, these measures are not intended to absolutely prevent the entry of radon into a home.

For more information, please see the Government of Canada Radon *Guide*line on the Health Canada website.



17.23 Blockage of vent of high efficiency furnace or hot water tank

ACCEPTABLE PERFORMANCE/CONDITION

Warm, moist air that is exhausted can condense and freeze at the exterior vent of the house. Blockage of the intake from snow build-up can cause improper operation as well. There is little if anything that can be done to prevent this from happening.

WARRANTY

None.

ACTION

None.

REMARKS

This is a *homeowner maintenance* issue. The *homeowner* must periodically check for ice, snow build-up, and remove it, as necessary.



17.24 Dryer vents do not exhaust adequately

ACCEPTABLE PERFORMANCE/CONDITION

Dryer vents shall remain intact and exhaust to the exterior as required by the *Building Code*.

WARRANTY

2 years for *Building Code* violation resulting in unsafe conditions that result in or likely to result in material damage to the *new home*.

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Dryer vents not meeting the Acceptable Performance/Condition shall be repaired.

REMARKS

Dryer vents and diffusers need to be inspected, cleaned and maintained regularly by the homeowner.

NOTES



17.25 Off-site odours through vents

ACCEPTABLE PERFORMANCE/CONDITION

Off-site odours are not covered by warranty.

WARRANTY

None.

ACTION

None.

REMARKS



17.26 Furnace or ducts have not been cleaned prior to occupancy

ACCEPTABLE PERFORMANCE/CONDITION

This is not a *defect*.

WARRANTY

None.

ACTION

None.

REMARKS

Furnace or duct cleaning is a *contractual* issue between the *homeowner* and *builder*. This is not covered under *warranty*.



18. Multi-Unit

18.1 Elevator causes noise/vibration or air movement

ACCEPTABLE PERFORMANCE/CONDITION

In multi-family buildings when the elevator is in use, noise/vibrations/air movement is common and is not a *defect*.

WARRANTY

None.

ACTION

None.

REMARKS



18.2 Overhead garage door causes noise/vibration

ACCEPTABLE PERFORMANCE/CONDITION

In multi-family buildings, noise/vibration when the overhead garage door is in use is common.

WARRANTY

None.

ACTION

None.

REMARKS



18.3 Garage door operation for multi-family buildings

ACCEPTABLE PERFORMANCE/CONDITION

Overhead garage doors and openers supplied and installed by the *builder* shall operate with relative ease and without binding.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

A detached garage, other than those included as common property in multi-family buildings is not covered under *warranty*.

ACTION

Garage doors not meeting the Acceptable Performance/Condition shall be repaired.

Where repairs are made, an exact match of colour, finish, grain, sheen, or texture may not be possible.

REMARKS

Lubricate garage door hardware and rollers as required or at least annually as part of regular *homeowner* maintenance.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



18.4 Plumbing noise/vibrations are coming from water piping, standpipes, drain lines, recirculating lines, hot tubs, and toilets, etc.

ACCEPTABLE PERFORMANCE/CONDITION

With multi-family buildings, noise/vibrations from plumbing, is common and is not a *defect*.

WARRANTY

None.

ACTION

None.

REMARKS



18.5 Air infiltration is occurring around the unit entrance door from the interior corridor in a multi-family building

ACCEPTABLE PERFORMANCE/CONDITION

The entrance doors to units in a multi-family building that are within a heated corridor do not require a barrier against air infiltration.

WARRANTY

None.

ACTION

None.

REMARKS



18.6 Clothes dryer ducting is leaking moisture

ACCEPTABLE PERFORMANCE/CONDITION

The dryer ducting system in a multi-family building must be sized and installed in accordance with the *Building Code* to properly exhaust.

WARRANTY

12 Months - Workmanship and Material

Damage resulting from *improper maintenance* or additions, deletions or alterations made by the *homeowner* is not covered under *warranty*.

ACTION

Clothes dryer ducting not meeting the acceptable performance / condition shall be repaired.

REMARKS

Moisture can occur in dryer ducting because of *improper maintenance*. Regular maintenance includes cleaning lint traps and exhaust grills.

NOTES



18.7 Cracks in finished concrete ceiling in high rises

ACCEPTABLE PERFORMANCE/CONDITION

Cracks resulting from normal shrinkage is acceptable; cracks more than 3 mm (1/8") in width are not acceptable.

WARRANTY

12 Months - Workmanship and Material

ACTION

Cracks not meeting the acceptable performance / condition shall be repaired.

Where repairs are necessary, colour and/or texture may not match the surrounding finish.

REMARKS

Concrete ceilings *naturally* crack during curing due to shrinkage.

Actual crack widths shall be determined using a suitable measuring device inserted inside the crack.

NOTES

 $Words\ in\ italics\ are\ defined\ in\ the\ ``TERMINOLOGY''\ section.$



18.8 Sound is being transmitted through common floor/wall assemblies in multi-family buildings

ACCEPTABLE PERFORMANCE/CONDITION

Typical wall/floor assemblies must be constructed to meet minimum standards established by the *Building Code*.

WARRANTY

12 Months - Workmanship and Material

ACTION

Wall/floor assemblies not conforming to the acceptable performance / condition shall be repaired.

REMARKS

For sound transmission complaints to be considered a *defect* it must be demonstrated that a wall/floor assembly was not constructed in a manner that meets the minimum *Building Code* requirements. That sound can be heard through adjacent wall/floor assemblies is not evidence that a *defect* exists.

The *Building Code* has established the minimum measurable airborne sound transmission standards that must be met. These minimum performance standards are known as Sound Transmission Class (STC) and Apparent Sound Transmission Class (ASTC) ratings. Note: Prior to 2019, the *Building Code* requirement referred only to the STC Rating.

There is no provision in the *Building Code* for exterior noise such as traffic noise. There is also no provision for noise generated by impact such as footsteps, doors slamming or toilet seats banging. Vibration from items such as washing machines, plumbing, and closing doors etc. can sometimes cause impact noise. The perception of noise varies with the finishes, draperies, furnishings, and background noise in the room in which the listener resides.

NOTES



18.9 Interior concrete block foundation wall is cracked

ACCEPTABLE PERFORMANCE/CONDITION

Minor cracks resulting from *normal* shrinkage is acceptable. Cracks more than 1/8 inch (3 mm) in width are considered excessive.

WARRANTY

12 Months - Workmanship and Material

ACTION

Concrete block walls exceeding the acceptable performance / condition shall be repaired.

REMARKS

Concrete block walls *naturally* crack during curing due to shrinkage. If water penetration is not an issue, a *cosmetic repair* for cracks exceeding the performance condition is acceptable. Where lateral or vertical movement is evident, further investigation may be required. The colour and texture of a rectified area may not match the surrounding concrete.

NOTES



18.10 Fire protection systems not functioning or installed to Building Code

ACCEPTABLE PERFORMANCE/CONDITION

Fire protection systems must be designed, installed, and perform in accordance with the Building Code.

WARRANTY

2 years for Delivery and Distribution

Damage resulting from alterations, deletions or additions by the *homeowner*, or *improper maintenance* is not covered under *warranty*.

Emergency lighting batteries and light bulbs are not covered under warranty.

ACTION

Fire systems not meeting Acceptable Performance/Condition shall be repaired.

REMARKS

Test smoke detectors on a regular basis.

NOTES



18.11 Water features on roof tops or over parkades

ACCEPTABLE PERFORMANCE/CONDITION

Water features on roof tops or over parkades are considered landscaping and are not covered under warranty.

WARRANTY

None.

ACTION

None.

REMARKS



18.12Roof top pathways/pavers

ACCEPTABLE PERFORMANCE/CONDITION

Sidewalks and pathways located on a rooftop or parkade that do not provide access to or from the $new\ home$ are not covered under warranty.

WARRANTY

None.

ACTION

None.

REMARKS



RESOURCES

The following publications were consulted in the development of this *Guide*:

- ANHWP "Workmanship and Material Reference *Guide*"
- Canadian Building Digest, National Research Council Canada.
- Best Practice Guide Building Technology, Canada Mortgage and Housing Corporation.
- Characteristics of Concrete, Poured Concrete Association/Cement Association of Canada.
- Residential Air System Design Manual, Heating, Refrigeration and Air Conditioning Institute of Canada.
- Canadian Painting Contractors Association Painting Specification Manual, Canadian Painting Contractors Association. (CPCA)
- Problems, Causes, Cures, National Wood Flooring Association.
- CAN/CSA-A82-06, "Fired Masonry Brick made from Clay or Shale", Canadian Standards Association.
- CAN/CSA-A371-04, "Masonry Construction for Buildings", Canadian Standards Association.
- 2009-2010 Specification Guide 093000 Tile Installation Manual, Terrazzo, Tile and Marble Association of Canada
- Standard classification for determination of sound transmission class, ASTM E413-73.*
- *CSA* A23.1-09/A23.2-09Concrete Materials and methods of concrete construction/Test methods and standard Practices for concrete
- HRAI Residential mechanical ventilation manual
- National Floor Covering Association of Canada Reference Manual
- NRC CBD-244 Effects of wood shrinkage in Buildings
- The Home Builders Manual "Hardwood flooring and finishing"

