HUB WARRANTY

SASKATCHEWAN & MANITOBA CONSTRUCTION PERFORMANCE GUIDE

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About this guide

This Saskatchewan/Manitoba Construction Performance Guide (The Guide) was developed to assist in determining whether a specific concern regarding the quality of workmanship and materials can be considered as a defect covered under the Warranty Package.

The Guide is not all encompassing and is designed to address frequent or common concerns. The exclusion of a potential defect/concern from this guide does not imply it is, or is not, covered under the Warranty.

The Guide should be interpreted with good sense. Construction is not an exact science, and generally the materials used have natural properties which must be considered when applying thresholds from The Guide. For example, wood grains and colours may not necessarily match in all cases and shrinkage of natural materials may result in hairline cracks, etc.

Where applicable, dimensions are referenced as a benchmark for acceptability, and to determine if minimum requirements have been met.

The Guide may be revised from time to ensure accuracy and capture changes in construction materials, technologies, and/or best practices. Where updates have occurred, the edition applicable at the time Warranty coverage is effected will be the document used. The effective date of The Guide is indicated on the bottom (footer) of each page. The most current version of The Guide is available at https://nationalhomewarranty.com/ and https://progwar.com/.

Where the Building Code is referenced, the code edition applicable at the time the building permit was issued will be the document used.

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Acknowledgements

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Types of Warranty Coverage:

- ***Materials and Labour Warranty***
  - Affords coverage for defects in materials and labour.

- ***Delivery and Distribution Systems (Mechanical Systems) Warranty***
  - Affords coverage for defects in electrical, gas, plumbing, heating, ventilation, and air-conditioning systems.

- ***Building Code Violation***
  - Affords coverage for non-compliance with the Building Code applicable to the New Homes which results in an unreasonable health or safety risk to an occupant or material damage to the New Home.

- ***Water Penetration Defect (Foundation) Warranty***
  - Affords coverage for defects in the foundation wall(s) which cause unintended water penetration from exterior to interior.

- **Building Envelope Defect Warranty**
  - Affords coverage for defects in the collection of components forming the Building Envelope which results in a failure to separate conditioned space from unconditioned space.

- ***Structural Defect Warranty***
  - Affords coverage for defects in workmanship and materials which result in the failure of a Load Bearing Component (Part) of the New Home.

The above noted Types of Warranty Coverage may, or may not, be available to each New Home. The period within which each Type of Warranty Coverage may, or may not, apply, is unique.

For coverage details specific to your home, please consult the Warranty Package.

General Warranty Coverage Information:

It is strongly recommended Owners review the Warranty Package as this contains information about the Commencement Date, exclusions, Owner Maintenance obligations, standard of coverage, and financial limits.

Generally, Home Warranty covers only defects, as defined within the Limited Warranty Certificate or Limited Home Warranty Insurance Policy applicable to the home. Home Warranty does not deal with contract-related issues such as substitution of materials or colours or failure to deliver on some aspect of the contractual agreement between Builder and home buyer. Issues such as delayed occupancy, financial issues, including deposit refunds and cost overruns, or incomplete work are also considered to be contract-related issues. It is generally the Owner's responsibility to address these issues directly with the Builder.

Damage caused or made worse by the Owner as a result of Improper Maintenance, normal wear and tear, abuse, or from additions, deletions or alterations made by the Owner, including those caused by representatives of the owner, are not covered under the Warranty.

Should the Builder undertake the repair or replacement of an item as a customer service, where there is no Warranty coverage provided, the repair or replacement is beyond the scope of Warranty.

Owner's Obligations

It is important for Owners to understand and perform their own basic and routine Owner Maintenance. There are many resources available, including those available at https://nationalhomewarranty.com/ and https://progwar.com/. Failure to perform regular Owner Maintenance could result in damages not being covered by Warranty.

In an emergency situation, the Owner has an obligation to mitigate or reduce any immediate risk of further damage to the New Home.

Besides taking timely action to limit damage, written notice should be promptly sent to both your Builder and the Program. 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. Additionally, copies of repairs specifications, reports, and invoices for emergency repairs should be retained.

It is an Owner's duty to maintain and mitigate basic services 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 caused or made worse due to an Owner's failure to undertake the proper Owner Maintenance or to mitigate damage, the problem and resultant damage may not be covered under Home Warranty.

Owners are required to allow the Program, the Builder, and/or authorized agents of both the Program and the Builder to access to their New Home to investigate claims, and/or to rectify items during normal working hours with the giving of reasonable notice to the Owner or their assigned representative.

Disclaimer

The information in this document is not intended to provide legal or other professional advice. If legal or other professional expertise is required with respect to a specific issue or circumstance, the services of a competent professional should be sought.

This document and the guidelines contained herein should not be construed as a Warranty, or an endorsement of Warranty (expressed or implied), or any guarantee by any persons or organizations involved in the creation of this Guide. Coverage is specific to each New Home and contained within the unique Limited Warranty Certificate or Limited Home Warranty Insurance Policy applicable to the home. Where disconnect exists the Warranty Package will be interpreted to supersede The Guide.

Terminology

The following definitions apply to certain words or phrases used in this Guide and shall have the following meanings, unless context otherwise requires.

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.

Act Of Nature
An act occasioned by the unpredictable forces of nature and beyond the reasonable control of the Builder. Examples include, but are not limited to, snowstorm, earthquake, tornado, or squall.

Builder
The entity, or any authorized agent thereof, identified as such in the Warranty Package and is a person who engaged in, arranged for, and/or managed the construction of the New Home.

Building Code (or National Building Code)
Means the *National Building Code*, as amended or accepted by the province and the requirements of the local authority having jurisdiction over construction of the New Home on the date the building permit was issued for the construction.

Building Envelope*
The components of the exterior wall and roof assemblies including the foundation walls that separate and protect the interior of the New Home from the adverse effects of exterior climatic conditions.

Commencement Form
The document intended to be executed by the Builder and original Owner to identify the Commencement Date and may include a section allowing for commentary on the condition of the New Home at commencement. Such commentary may include identifying deficiencies/unfinished work, accepted items, and/or Owner supplied items.

Previous iterations of this document may include, and not be limited to: Certificate of Possession, Commencement Certificate, Pre-Delivery Inspection (PDI), Pre-Occupancy Check, or others serving similar intended purpose.

Commencement Date
The date Warranty coverage was affected, as identified within the Warranty Package, as determined by the warranty wording therein.

Previous iterations of this term may include, and not be limited to: Completion Date, Possession Date, Warranty Commencement Date, Certificate Date, or others serving a similar intended purpose.

Construction Performance Guide
Means this *Construction Performance Guide (The Guide)* as prescribed by the Program and as amended from time to time. The most current version of The Guide is available at https://nationalhomewarranty.com/ and https://progwar.com/.

Contract
A written agreement made between the Builder and the initial Owner wherein the Builder agrees to construct or sell to the Owner the New Home built in accordance with the plans and specifications or model referred to in such agreement.

Cosmetic
Serving (primarily) an aesthetic or appearance function.

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.

CSA
The Canadian Standards Association.

Defect*
Workmanship or materials supplied and/or installed by the Builder in the construction of the New Home, discovered after the Commencement Date, which do not perform the intended function as determined by The Program in its sole discretion. May include non-compliance with Building Code, performance standards of The Program, and/or The Guide.

Delivery and Distribution Systems (Mechanical Systems)
Includes equipment, wires, conduits, pipes, junctions, switches, and receptacles for electrical, gas, plumbing, heating, ventilation, and air-conditioning systems. Does not include fixtures, the seals and fittings, or non-hard-wired appliances.

Exterior Cladding
All exterior wall coverings, including stucco, siding, and above-grade masonry (for example, concrete, bricks, or stone) as required and detailed in the relevant sections of the Building Code. Exterior cladding is one of several components of the Building Envelope.

Finish
The exposed, relatively thin (usually), cosmetic or protective layer; as opposed to the supporting substrate material or elements.

Home Warranty or Warranty
The Warranty pertaining to the New Home as strictly described or set out in the Limited Warranty Certificate or Limited Home Warranty Insurance Policy.

Implied or expressed warranties or representations made by others are not binding on the Program.

Honeycombing
Voids in concrete where the space around coarse aggregate (stones) material is not filled by mortar, leaving the coarse aggregate exposed. Honeycombing is usually caused by insufficient working or vibration during placement.

Industry Standard
Readily available information in the form of published specifications, technical reports and disclosures, test procedures and results, codes, and other technical information and data. Such data should be verifiable and professionally endorsed, with general acceptance and proven use by the construction industry.

Improper Maintenance
Maintenance not reasonably keeping with requirements, recommended procedures, or best practices.

Load Bearing Component
Means the support system of the New Home which is designed to carry and loads other than its own dead load and transmits the live and dead loads to the supporting ground. This includes piles and footings installed for the direct support of the foundation, foundation walls, grade beams, teleposts, bearing walls, floor joists, posts and beams, and roof support system. Concrete slabs on grade, including without limitation, basement floors, driveways, and sidewalks are not load bearing components.

Manufacturer's Warranty
Guarantee made by the fabricator or assembler of a product regarding the performance, quality, and reliability of that product.

Manufacturer's Warranty has no bearing or enforceability on Home Warranty.

Mitigate
The responsibility of the Owner to stop or reduce damages affecting the New Home by acting both responsibly and in a timely manner (especially those circumstances involving water or utilities).

Naturally
As would be expected through inherent nature.

New Home
Means the New Home constructed for the purpose of residential occupancy that is the subject matter of Home Warranty but does not include detached or non-residential structures.

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 normal. Normal Lighting is not associated with any particular time of the day.

Normal Viewing Position
Typical or usual viewing conditions, when evaluating defects related to:
Floor coverings: are viewed from a standing position.
Interior finishes: are viewed from 1.5 m (5 ft) at 90° or as such other parameters as specified in this Guide.
Exterior finishes: are viewed from 6 m (20 ft) away or as such other parameters as specified in this Guide.

See: *Inspecting Surfaces From A Normal Viewing Position*.

Normal Wear and Tear
Expected physical deterioration arising from age, exposure to the natural environment, and normal use.

Owner (Purchaser)
The legal entity, or any authorized agent thereof, having registered ownership interest of the New Home purchased from the Builder pursuant to the contract, and any subsequent parties with ownership interest, as context requires, and extends to include Strata/Condominium Corporations as may be appropriate.

Owner Maintenance
Regular and routine maintenance, whether in accordance with a provided maintenance manual or not, which is done by the Owner to keep a home and its equipment in good-working condition, mitigate against preventable damage, preserve the long-term value of the home, and to meet any obligations which may exist. All homes require ongoing maintenance, the Owner should familiarize themselves with the components of the New Home requiring specific protocols for upkeep.

*It is recommended to contact your builder for maintenance requirements specific to the New Home.

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

Program (the)
The company identified within the Warranty Package as providing the benefits outlined therein; and the warranty administrator acting on behalf, at the direction of, and/or within the authority given by the identified company.

Properly Painted Surface
A painted surface that, when viewed from a Normal Viewing Position and under Normal Lighting, is uniform in appearance, color, and sheen and is free of readily apparent foreign material, lumps, skins, runs, sags, misses, strike-through, or insufficient coverage. It is a surface which is free of readily apparent drips, splatters, spills, or overspray which were caused by the contractor's workforce.

Readily Apparent
To display a certain condition without repositioning, adjusting, or tuning the senses of the observer, under normal viewing conditions (i.e. Normal Lighting and Normal Viewing Position) as specified in The Guide.

See: *Inspecting Surfaces From A Normal Viewing Position*.

Readily Audible
Sound which can be registered/heard, without amplification and without limiting normal ambient noise.

Readily Visible
A detail which can be clearly identified when observed under normal viewing conditions (i.e. Normal Lighting and Normal Viewing Position) as specified in The Guide.

See: *Inspecting Surfaces From A Normal Viewing Position*.

Rectify
To make right or correct (i.e., resolve a defect) by either repair or replacement.

Relative 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.

See: *Moisture and Windows* and *Moisture and Wood Floors*.

Repair
To recondition, mend or put back in working order. The chosen repair method will bring the variance to within the acceptable performance condition as specified in The Guide.

Replacement
To substitute or put in the place of another with an equivalent item.

Specified Plane
An invisible, straight line between two points on the surface of a wall, ceiling, or floor which defines the intended flat surface.

See: *Measuring Variations from the Specified Plane*.

Structural Defect
Defects in workmanship and materials which result in the failure of a Load Bearing Component (Part) of the New Home, or which has impaired the overall structural integrity and stability of the New Home. Does not include driveways, slab on grade basement, floor slabs, garage and carport floors, walkways, patios, septic tanks and fields and rock drainage pits, hard landscaping, or any other construction which either by its use, uses, or intended uses are not load bearing components or are not part of the New Home.

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

Surface Water Management
A process of establishing and maintaining grades and systems for the control of surface water.

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

Warranty Package
Includes the Declaration Page, Limited Warranty Certificate or Limited Home Warranty Insurance Policy,

together with all warranty wordings, forms, riders and endorsements pertaining or attached and any other documents provided to the Owner by, or on behalf of, the Program evidencing the limited Home Warranty.

Water Penetration Defect (Foundation)*
A defect which results in unintended water penetration from exterior to interior, through the foundation wall.

Water Test
Testing performed to confirm, or refute, water leaks, both above and below grade.
See: *How To Conduct A Water Test*.

***For coverage details specific to your New Home, please consult the Warranty Package. Coverage is specific to each New Home and contained within the unique Limited Warranty Certificate or Limited Home Warranty Insurance Policy applicable to the home. Where disconnect exists the Warranty Package will be interpreted to supersede The Guide.**

OTHER USEFUL INFORMATION:

INSPECTING SURFACES FROM A NORMAL VIEWING POSITION

Generally, variations in the finished surfaces of walls, ceilings, floors, and fixtures are to be viewed from a Normal Viewing Position. A Normal Viewing Position is the typical or standard way that something is viewed. Magnifying, artificially enhancing, or abnormally close viewing of an irregularity is not normal viewing. Finishes are to be viewed from a distance, angle, position, or other such parameter(s) as specified in The Guide.

Normal Viewing Positions

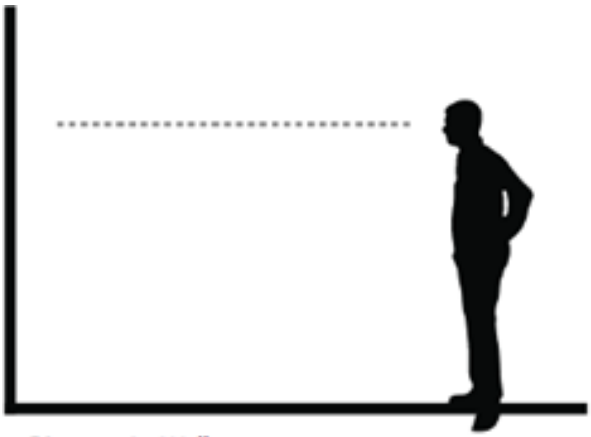


Diagram 1 - Wall

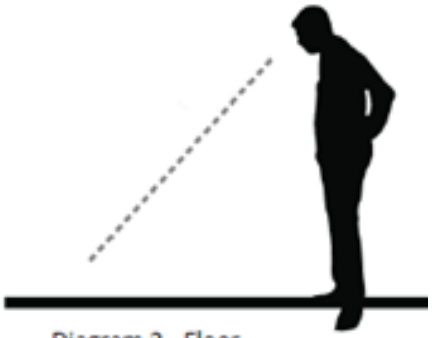


Diagram 2 - Floor

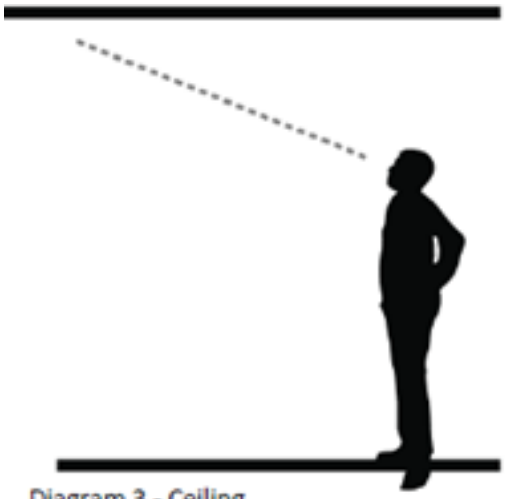


Diagram 3 - Ceiling

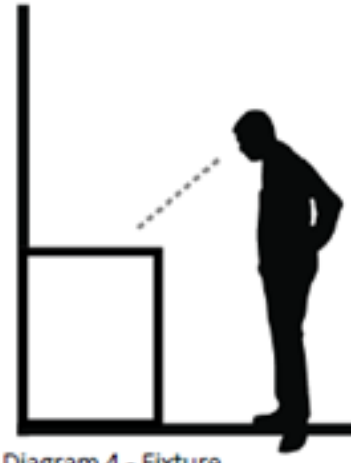


Diagram 4 - Fixture

HOW TO CONDUCT A WATER TEST

A water test shall be performed 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 a standard garden hose and sprayer attachment. The sprayer attachment should be set on shower or another similar dispersal pattern. Spray the area to be tested for not more than 10 minutes from a minimum distance of 2 m (6’ – 6”). 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

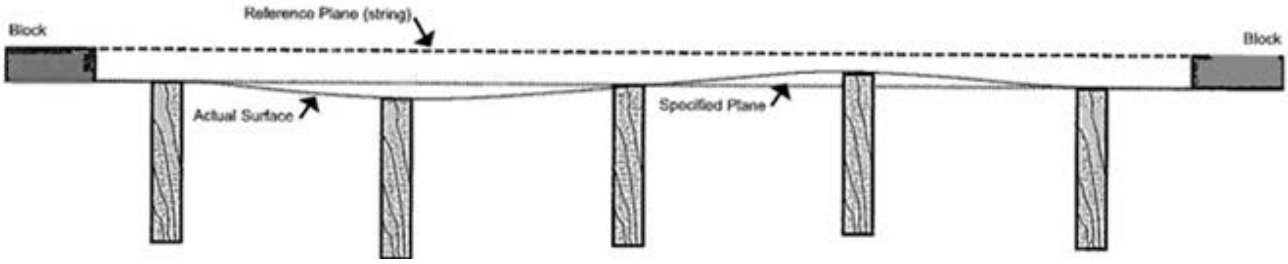
Use a standard garden hose with no attachments. The hose bib should be set at about half flow to simulate melting snow or rainfall. The water from the hose is to be directed along the face of the foundation to allow the water to run parallel to the wall, at grade, finding its own way down the exterior of the wall to the perimeter foundation drains. Run the water for not more than 20 minutes checking periodically for water penetration. Identify the location and the point of entry of any water (crack, tie rod, snap tie, honeycombing) and the length of time it takes for water to appear.

MEASURING VARIATION FROM THE SPECIFIED PLANE

To measure variation from the specified plane using a plane of reference:

1. Place two blocks of equal thickness on either side of the surface being considered.
2. Place a straight-edge atop the blocks. A taut string can also be used if sagging can be avoided; the blocks may have to be secured from moving.
3. Measure the difference between the bottom of the straight-edge (or string) and the actual surface over the desired distance.
4. The distances from actual surface to bottom of the straight-edge, less the thickness of the blocks, should be considered to identify any variance.

Compare the result with the allowable variation in the guidelines.



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, refer to the Canada Mortgage and Housing Corporation's (CMHC) pamphlet Moisture and Air: Householder's Guide – Problems and Remedies, available by request from CMHC or at their website www.cmhc-schl.gc.ca.

Outside Temperature (°C)	Inside Temperature					
	20 Degree C		22 Degree C		24 Degree C	
	MAXIMUM RELATIVE HUMIDITY (%)					
	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

MOISTURE AND WOOD FLOORS

This information is intended as guide only. Wood flooring has a comfort level too.

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

Table 1

MOISTURE CONTENT OF WOOD
AT VARIOUS TEMPERATURES AND RELATIVE HUMIDITY READINGS

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	12.6	13.9	15.4	17.3	19.8	23.3	26.0
38	1.2	2.3	3.3	4.2	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
	Relative Humidity (percent)																			

Chart taken from National Wood Flooring Association Technical Publication No. A100

1 Exterior Elements / Site Work

1.1 Exterior deck is springy or shaky

Acceptable Performance Condition:

Even when designed and installed in accordance with Building Code, framing members including joists, planking, or decking and sheathing panels, can be subject to some slight movement under normal use, which would be deemed acceptable and are to be expected.

Raised decks shall not have excessive movement or excessive bounce.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Decks not meeting the Acceptable Performance Condition shall be rectified.

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

Remarks:

Decks are designed based on specific loading requirements. Overloading raised decks beyond the design capacity can result in stability and structural issues.

A professional review of the design and construction of a raised deck should be conducted prior to having a hot tub or other heavy or concentrated loads built or installed on existing raised decks.

Notes:_____

1.2 Change in exterior deck slope or elevation

Acceptable Performance Condition:

The design and construction of decks over living spaces shall be completed in accordance with Building Code.

Solid surface or sealed decks shall be designed and constructed with a positive slope away from the wall of the home.

A sealed deck slope is generally around 2 inches (50 mm) over 12 feet (3.65m).

There is no requirement to provide a slope for decks using spaced deck boards or planking as the spacing will allow for drainage.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Frost heave or excessive settlement of deck supports due to improper Surface Water Management by the Owner or condo board, is not a Defect.

Claim Response:

A sealed / solid surface deck which has developed a negative slope that could direct water back towards the New Home, shall be rectified.

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

Remarks:

Incidental ponding after a rain is to be expected and is not covered under Home Warranty.

In multi-family construction where stacked decks exist, lumber shrinkage or settlement may affect the slope of the deck.

Notes:_____

1.3 Exterior deck railing is loose or shaky

Acceptable Performance Condition:

Exterior deck guards and railing shall be designed and installed in accordance with Building Code.

Exterior guards and railings shall be firmly attached to the deck framing and building, where applicable, and should return to their original position after being subjected to adjacent force. Some movement is to be expected and is acceptable.

Warranty Coverage:

Materials and Labour Warranty*

Building Code Violation Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exterior deck guard and railings not meeting the Acceptable Performance Condition shall be rectified.

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

Remarks:

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:_____

1.4 Exterior wood handrails have splinters

Acceptable Performance Condition:

Handrail surfaces intended to be grasped shall not have excessive splinters which affect its intended use and is a health and safety issue.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Handrails not meeting the Acceptable Performance Condition shall be rectified.

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

Remarks:

Small slivers and rough edges can develop from weathering which would be deemed acceptable and are to be expected.

Also, as part of routine Owner Maintenance, joints in railings should be inspected periodically for separation and sand and/or seal as required.

Notes:_____

_____

_____

1.5 Spacing between adjacent deck boards is not uniform

Acceptable Performance Condition:

Deck boards forming a walking surface shall be spaced to provide a generally uniform surface and not present a trip hazard.

Deck board spacing is generally +/- 3/8”.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Deck boards not meeting the Acceptable Performance Condition shall be rectified.

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

Remarks:

Dimensional wood deck boards or planks exposed to environmental changes will induce natural swelling and shrinkage, possibly resulting in deck board spacing that is not uniform. This is normal and acceptable and not covered under Home Warranty.

Owner Maintenance of exterior wood decks, landing and steps is required.

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

Notes:_____

1.6 Deck boards or planks are split, warped, or cupped

Acceptable Performance Condition:

Deck floorboards or planks shall be appropriately fastened to minimize warping and cupping.

Deck floorboards and/or planks shall be installed to be generally uniform, without excessive distortions such as splitting, warping, and cupping and not present a trip hazard.

Warranty Coverage:

Materials and Labour Warranty*

Dimensional wood deck floorboards or planks are more susceptible to cracking, warping, and cupping than man-made composite decking materials, and these conditions cannot reasonably be prevented. Some splitting, warping, and cupping is natural and is to be expected and not covered by Warranty.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Deck floorboards or planks not meeting the Acceptable Performance Condition shall be rectified.

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

Remarks:

Owner Maintenance of exterior wood decks, landing and steps is required.

Over time fasteners may protrude above decking due to lumber shrinkage and/or surface wear. These should be reset through Owner Maintenance.

The finish on wood floorboards or planks is not warrantable.

Notes:_____

1.7 Staining from fasteners exist on exterior decking

Acceptable Performance Condition:

Staining from fasteners may occur, even when deck fasteners compatible with the deck material, have been used.

Warranty Coverage:

None

Claim Response:

None

Remarks:

It is normal and acceptable for galvanized, coated, and stainless-steel connectors to lose their initial luster over time.

Over time all fasteners may cause some staining due to the natural tannin in the wood reacting with the metal fasteners from repeated wetting or iron residue left from the cutting process and is not covered by Home Warranty.

Notes:

1.8 Stain colour varies on wood deck

Acceptable Performance Condition:

The stain on a wood deck shall be applied in a generally uniform manner. Colour variations are acceptable.

Warranty Coverage:

None

Claim Response:

None

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 tightness of the grain in the wood itself. The same colour applied to the same substrate will exhibit a difference in shade from vertical to horizontal and is not covered by Warranty.

Stain that 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. Generally, solid stains and darker coloured stains tend to fade or oxidize faster than transparent stains in lighter colours.

Some pre-finished deck boards, such as treated lumber or manufactured deck boards, may have dye lot differences. This is acceptable and not a Defect.

Horizontal deck surfaces are normal wear surfaces. Such wear is not a Defect. Localized repairs are acceptable.

Notes:

1.9 Water is ponding on solid surface of deck

Acceptable Performance Condition:

Decks shall be designed and installed to avoid excessive water ponding.

Standing water exceeding 6 mm (1/4 inch) in depth and 1.0 square meter (10.76 square feet) which remains standing beyond 48 hours, where evaporation is possible, is excessive.

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

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Solid surface or sealed decks that do not meet the acceptable performance condition shall be rectified.

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

Remarks:

Some incidental ponding after a rain is to be expected and is not covered under Home Warranty.

Frost heave or excessive settlement of deck supports due to improper Surface Water Management by the Owner, is not a Defect and is excluded from Warranty.

Notes:_____

1.10 Exterior deck is leaking

Acceptable Performance Condition:

Exterior decks intended to be waterproof shall not leak.

Warranty Coverage:

Materials and Labour Warranty*

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Decks not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:_____

1.11 Water is ponding at or near the foundation

Acceptable Performance Condition:

Some subsidence during the first couple of years is to be expected and it is the Owner's responsibility to maintain and ensure a positive grade / slope away from the foundation and prevent ponding.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Water ponding as a result of settlement or subsidence is not a Defect.

The Owner is responsible for Surface Water Management to ensure water does not affect the New Home or the neighboring property.

Any landscaping elements installed by the Owner should not adversely affect drainage patterns established by the Builder.

Notes:_____

1.12 Ground has settled around the home or along utility lines

Acceptable Performance Condition:

Subsidence of the land around a New Home or along utility lines is not a Defect.

Warranty Coverage:

None

Claim Response:

None

Remarks:

The Owner is responsible for Surface Water Management to ensure water does not affect the New Home or neighboring property.

Any landscaping elements installed by the Owner should not adversely affect drainage patterns established by the Builder.

Notes:_____

1.13 Window wells are not draining

Acceptable Performance Condition:

Window wells shall be installed in accordance with Building Code.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Window wells not meeting the acceptable performance condition shall be rectified.

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

Remarks:

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

Size of window wells shall be in accordance with Building Code.

Alterations to the finished grade by the Owner that affect window well heights or performance is not a Defect.

Notes:_____

1.14 Lawn, trees, shrubs or plants have died

Acceptable Performance Condition:

Landscaping, including elements such as lawn, trees, shrubs or plants, are not covered by the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Owners 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 has been thoroughly compacted.

Issues with trees, shrubs, lawns (sod or seeding) and landscaping is not a Defect.

Do not place soil or flower beds against the siding of the New Home.

Notes:_____

_____

_____

2 Concrete

General and Basements

2.1 Efflorescence (a whitish crystalline powder) is present on concrete surfaces

Acceptable Performance Condition:

Efflorescence, the formation of a white crystalline deposit, commonly occurs on concrete surfaces.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Efflorescence is a white deposit on concrete surfaces caused by a combination of soluble salts, moisture, and hydrostatic pressure can present itself in localized areas; this is a normal condition.

Efflorescence is usually harmless and can be removed with a stiff brush and water.

Visible efflorescence may be an indication that moisture has moved through the concrete or masonry material to its surface. A certain amount of initial post-construction efflorescence is a normal condition.

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

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 surface cannot be readily scratched away to a depth of 1.5 mm (1/8 inch) and expose the aggregate.

Minor dusting of the concrete surface may occur, which is acceptable.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Interior concrete surfaces not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Repairs may consist of a surface sealant or a hardener.

Notes:_____

2.3 Interior Concrete surface is flaking off – "scaling or spalling"

Acceptable Performance Condition:

Under normal use conditions, exposed interior concrete surfaces which deteriorate to the extent of exposing aggregate in an area exceeding 0.093 square metres (1 square foot) is excessive.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Interior concrete surfaces not meeting the acceptable performance condition must be rectified.

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

Remarks:

Aggregate pops are normal as is some minor scaling.

Surface deterioration due to Owner-applied substances, Improper Maintenance, or normal wear and tear is excluded from the Warranty.

Notes:_____

_____

_____

2.4 Exposed portion of concrete foundation wall has holes in the surface

Acceptable Performance Condition:

Minor surface imperfections and voids in concrete are normal. However, the exterior portion of foundation walls that are exposed to view shall have no holes (including honeycombing) that expose reinforcing (rebar) or results in water leakage.

Warranty Coverage:

Materials and Labour Warranty

Water Penetration Defect Warranty

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Walls with holes exceeding the acceptable performance condition shall be rectified.

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

Remarks:

Notes:_____

2.5 Foundation wall leaks

Acceptable Performance Condition:

Water shall not penetrate through the foundation wall.

Warranty Coverage:

Materials and Labour Warranty

Water Penetration Defect Warranty

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Foundation walls not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Depending on circumstances repairs can be undertaken from the interior or exterior.

Water leaks can often be attributed to the eavestrough downspout extensions not being in place, or the extensions not being lowered to properly direct rainwater away from the foundation wall. Proper positioning of the down pipe extensions and grade upkeep is a part of Owner Maintenance.

Water leakage resulting from Improper Maintenance, exterior grade alterations made by the Owner, an Act Of Nature, unforeseen changes in the level of the underground water table or failure of municipal services or other utilities are all conditions excluded from the Warranty.

Notes:_____

_____

_____

2.6 Cast-in-place concrete foundation wall is cracked

Acceptable Performance Condition:

Cracks in a cast-in-place concrete foundation wall exceeding 6 mm (1/4 inch) in width, laterally or vertically, is excessive.

It is not uncommon for cast-in-place concrete foundation walls to have minor cracks resulting from dehydration during the curing process, these normal shrinkage cracks and are acceptable.

Warranty Coverage:

Materials and Labour Warranty

Structural Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Concrete foundation walls not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Actual crack width shall be determined using a measuring device such as an Allen key or wire feeler gauge. Lateral displacement shall be measured by placing a straight edge or flat instrument over the crack.

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

Notes:_____

_____

_____

2.7 Water is leaking through the basement floor slab

Acceptable Performance Condition:

Water shall not penetration through the basement floor slab.

Warranty Coverage:

Materials and Labour Warranty*

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:
Basement floor slabs not meeting the acceptable performance condition shall be rectified.

Water leaks as a result of soil expansion under the floor slab are not covered by the Warranty.

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

Remarks:

Occasional dampness due to condensation is not abnormal.

If a sump system is installed, failure by the Owner to maintain the system may affect Warranty coverage.

Water leakage resulting from Improper Maintenance, exterior grade alterations made by the Owner, an Act Of Nature, unforeseen changes in the level of the underground water table or failure of municipal services or other utilities are all conditions excluded from the Warranty.

Crawlspace topping is not considered a basement floor slab.

Notes:_____

2.8 Concrete basement floor has cracked

Acceptable Performance Condition:

A concrete basement floor crack exceeding 9.5mm (3/8 inch) in lateral width and / or vertical displacement is excessive.

Crack width shall be determined by measuring from actual crack edge to actual crack edge, not accounting for spall, wear, or deterioration at the cusp of the crack, using an appropriate measuring device which may include devices inserted inside the crack.

Concrete floors dehydrate during the curing process, often resulting in minor surface cracks. This type of floor crack is acceptable.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Cracks in excess of the acceptable performance condition shall be rectified.

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

Remarks:

Caulking may be an acceptable repair depending on crack, size, location, etc.

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

A concrete basement floor is not a structural element, unless it has been designed by a structural engineer and constructed as such.

Crawlspace topping is not considered a basement floor slab.

Notes:_____

2.9 Concrete basement floor slab is uneven

Acceptable Performance Condition:

Basement concrete floors shall not have bumps, ridges or depressions exceeding 12.7 mm (1/2 inch) within a 3 m (10 ft) specified plane.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Uneven floors exceeding the acceptable performance condition shall be rectified.

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

Remarks:

Concrete floors sloped to floor drains or around plumbing protrusions are not a Defect and are acceptable.

Repairs may include grinding or applying a topping.

Crawlspace topping is not considered a basement floor slab.

Notes:_____

2.10 The concrete basement floor slab has settled or heaved

Acceptable Performance Condition:

Heaving or subsiding of the concrete floor slabs (non-structural) may occur as a result of soil expansion and/or subsidence.

Warranty Coverage:

None

Claim Response:

None

Remarks:

A concrete basement floor is not a structural element, unless it has been designed by a structural engineer and constructed as such.

A concrete basement floor is not a Load Bearing Component.

Inadequate Surface Water Management may contribute to the changes in the moisture content of surrounding soil.

It is solely the Owners' responsibility to maintain and manage water.

Notes:_____

2.11 Basement floor feels damp

Acceptable Performance Condition:

Occasional or seasonal dampness on concrete foundation wall or floor surfaces may occur and is acceptable. The condition is normally due to higher levels of interior humidity. It is solely the Owner responsibility to maintain appropriate moisture levels within the home to reduce the potential for moisture related damage.

Dampness on basement concrete floor surfaces caused by condensation or capillary transport is a normal process when water vapour meets a sufficiently cool surface.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Basements are normally the coolest part of a home and the relative humidity along a concrete surface will naturally be higher than other areas of the home. During the first year a New Home, concrete surfaces expel water that was required during the cement curing process.

Storage of items directly on the basement floor in the first year should be avoided.

A basement laundry area can also be responsible for producing significant amounts of moisture which can condense on a concrete floor surface.

Dampness can be reduced by using a dehumidifier at certain times of the year, or by increasing the amount of ventilation to the area.

Crawlspace topping is not considered a basement floor slab.

Notes:_____

_____

_____

2.12 Sump pump has failed

Acceptable Performance Condition:

The sump pump and piping shall perform as intended.

The pump and controls are plumbing and electrical fixtures.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution Systems Warranty (does not include fixtures)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Sump systems not meeting acceptable performance condition shall be rectified.

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

Remarks:

Sump pumps need periodic inspection, upkeep, and cleaning, this is a part of Owner Maintenance.

Clean sediment from sumps and catch basins at least yearly.

Test sump pumps to ensure the motor and electrical supply is operational at least once a year preferably in the early spring.

Notes:_____

2.13 Crazing of concrete surfaces

Acceptable Performance Condition:

Interior concrete flatwork often displays random cracks or fissures. Usually, this condition is not readily apparent until the surface has been wet and is beginning to dry out.

Warranty Coverage:

None

Claim Response:

None

Remarks:

This is an aesthetic condition due to normal shrinkage and is not a Defect.

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

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 during the curing process.

Notes:_____

_____

_____

Attached Garages

2.14 Attached garage concrete floor has settled

Acceptable Performance Condition:

Heaving or subsiding of the garage concrete floor (non-structural) may occur as a result of soil expansion and/or subsidence.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Detached garages are not covered under the Warranty.

A concrete garage floor is not a structural element, unless it has been designed by a structural engineer and constructed as such.

A concrete garage floor is not a Load Bearing Component.

Inadequate Surface Water Management may contribute to the changes in the moisture content of surrounding soil.

It is solely the Owners' responsibility to maintain and manage water.

Heaving due to soil expansion is not covered under the Warranty.

Where a floor drain is installed, consideration shall be given to the drainage design.

Notes:_____

2.15 Attached garage concrete floor is cracked

Acceptable Performance Condition:

A concrete garage floor crack exceeding 9.5mm (3/8 inch) in lateral width and / or vertical displacement is excessive.

Crack width shall be determined by measuring from actual crack edge to actual crack edge, not accounting for spall, wear, or deterioration at the cusp of the crack, using an appropriate measuring device which may include devices inserted inside the crack.

Concrete floors dehydrate during the curing process, often resulting in minor surface cracks. This type of floor crack is acceptable.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

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

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

Remarks:

Detached garages are excluded from the Warranty.

A concrete garage floor is not a structural element, unless it has been designed by a structural engineer and constructed as such. A concrete garage floor is not a load bearing component.

Inadequate Surface Water Management may contribute to the changes in the moisture content of surrounding soil. It is solely the Owners' responsibility to maintain and manage water.

The application of a caulking material may be an acceptable repair methodology.

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

Notes:_____

_____

_____

2.16 Water is accumulating on the attached garage floor

Acceptable Performance Condition:

Garage floor slabs shall be constructed in accordance with Building Code.

Surface depressions exceeding 12.7 mm (1/2”) within 3,000 mm (10’) is excessive.

Generally, garage floors should be sloped to drain to the exterior or towards a drainage point. Minor ponding of water is acceptable. Some settlement and/or minor variations in the surface of the floor is not uncommon and is not a Defect.

Closed overhead garage doors, stored materials, or debris on the floor may also impede drainage and such causes are not covered by Warranty.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Garage floor slabs not meeting the acceptable performance condition shall be rectified to reduce ponding.

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

Remarks:

Detached garages are excluded from the Warranty.

Notes:_____

_____

_____

Exterior Concrete

2.17 Exterior concrete driveway or walkway surface is spalling, chipping, or scaling

Acceptable Performance Condition:

Exterior concrete driveway or walkway surface spalling, chipping, or scaling exceeding 20% of an individual panel, portion, section, or area, is excessive.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exterior concrete driveway or walkway panel(s) not meeting the acceptable performance condition shall be rectified.

Where repairs are required, colour, finish, or texture may not have an exact match with existing panels and is acceptable.

Remarks:

Repairs may include patching, resurfacing, sandblasting, or applying a topping to the affected panel, portion, section or area.

Seasonal conditions may delay the timing of repairs.

Cleaning concrete of road salts and application of appropriate concrete sealer is part of Owner Maintenance.

Owner applied salts and de-icers applied either intentionally, for ice melting, or unintentionally, from road slush, can stress concrete surfaces leading to deterioration. Damage from such sources is not a Defect.

Consideration must be given to the prevailing performance of concrete representative of Industry Standard for concrete within that geographic area.

Notes:_____

_____

_____

2.18 Crazing has occurred on surface of exterior concrete flatwork

Acceptable Performance Condition:

Exterior concrete flatwork often displays random cracks or fissures. Usually, this condition is not readily apparent until the surface has been wet and is beginning to dry out.

Warranty Coverage:

None

Claim Response:

None

Remarks:

This is an aesthetic condition due to normal shrinkage and is not a Defect.

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

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 during the curing process.

Notes:_____

_____

_____

2.19 Exterior concrete driveway or walkway is cracked

Acceptable Performance Condition:

An exterior concrete driveway or walkway crack exceeding 9.5mm (3/8 inch) in lateral width and / or vertical displacement is excessive.

Crack width shall be determined by measuring from actual crack edge to actual crack edge, not accounting for spall, wear, or deterioration at the cusp of the crack, using an appropriate measuring device which may include devices inserted inside the crack.

Some minor cracking in an exterior concrete driveway or walkway may occur during the curing process, or as a result of shrinkage or settlement. This is acceptable and not covered by Warranty.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

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

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

Remarks:

Repairs may include grout, crack sealers, caulking, and / or “mud jacking”.

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

Minor cracks developing in driveways due to frost heave/erosion, heavy loads from large vehicles, or normal shrinkage of asphalt or concrete is not covered.

Surface Water Management is the responsibility of the Owner. Water should not be directed beneath a driveway slab.

Cleaning concrete of road salts and application of appropriate concrete sealer is part of Owner Maintenance.

Owner applied salts and de-icers applied either intentionally, for ice melting, or unintentionally, from road slush, can stress concrete surfaces leading to deterioration. Damage from such sources is not a Defect.

Notes:_____

_____

_____

2.20 Exterior stairs or landings have settled

Acceptable Performance Condition:

Stairs and landings supported by a foundation shall not separate from the main building more than 25 mm (1 inch).

Stairs and landings not requiring a foundation are excluded from Home Warranty.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

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

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

Remarks:

Stair assemblies not attached to the building and not attached to a supporting foundation are often affected by the settlement of supporting backfill and seasonal conditions. This condition is not a Defect.

Minor damage resulting from normal shrinkage of materials due to drying after construction is not covered.

Notes:_____

2.21 Concrete landing or stairs have cracked

Acceptable Performance Condition

An exterior concrete landing or stair crack exceeding 9.5mm (3/8 inch) in lateral width and / or vertical displacement is excessive.

Crack width shall be determined by measuring from actual crack edge to actual crack edge, not accounting for spall, wear, or deterioration at the cusp of the crack, using an appropriate measuring device which may include devices inserted inside the crack.

Some minor cracking in exterior concrete landing or stairs may occur during the curing process, or as a result of shrinkage or settlement. This is acceptable and not covered by Warranty.

Warranty Coverage:

Materials and Labour Warranty*

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

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

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

Remarks:

Stair assemblies not attached to the building and not attached to a supporting foundation are generally considered part of the walkway.

Cracks may develop in front entry landings or stairs due to environmental conditions, soil settlement, de-icing chemicals or shrinkage of the concrete during curing and are not covered by Warranty.

Notes:_____

_____

_____

2.22 A void exists under a driveway or walkway

Acceptable Performance Condition:

Voids under a driveway or walkway is common and acceptable.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Concrete has the ability to span voids to a certain degree. Voids may become a concern when they result in the slab settling.

It is solely the Owners' responsibility to maintain and manage water and to mitigate damages due to water movement created by improper Surface Water Management. Water movement, from downspouts, flowing along a house can find its way under a garage slab or walkway causing voids under the walkway 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 walkway.

Notes:_____

_____

_____

2.23 Driveway or walkway has settled

Acceptable Performance Condition:

Heaving or subsiding of a driveway or walkway may occur as a result of soil expansion and/or subsidence.

Warranty Coverage:

None

Claim Response:

None

Remarks:

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

It is solely the Owners' responsibility to maintain and manage water and to mitigate damages due to water movement created by improper Surface Water Management. Water movement, from downspouts, flowing along a house can find its way under a driveway or walkway causing voids. Surface water must be directed away from the edge of the driveway or walkway.

Minor movement of concrete flatwork is expected and acceptable.

Notes:_____

_____

_____

2.24 Driveway drainage grates have dislodged

Acceptable Performance Condition:

Driveway drainage grates may be removable to allow for debris removal and Owner Maintenance.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Remove debris and clean driveway drainage grate and collection areas as needed.

Notes:_____

_____

_____

3 Masonry and Manufactured Stone (Interior and Exterior)

3.1 Efflorescence (a whitish crystalline powder) is present on masonry surfaces

Acceptable Performance Condition:

Efflorescence, the formation of a white crystalline deposit, commonly occurs on concrete surfaces.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Efflorescence is a white deposit on concrete surfaces caused by a combination of soluble salts, moisture, and hydrostatic pressure can present itself in localized areas; this is a normal condition.

Efflorescence is usually harmless and can be removed with a stiff brush and water.

Visible efflorescence may be an indication that moisture has moved through the concrete or masonry material to its surface. A certain amount of initial post-construction efflorescence is a normal condition.

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

Notes:

3.2 Masonry or manufactured stone is detaching or deteriorating

Acceptable Performance Condition:

Masonry or manufactured stone shall be installed to prevent detachment, displacement, or premature deterioration.

When determining acceptable conditions, deterioration is to be viewed under Normal Lighting and from a Normal Viewing Position from a distance of not less than 6 m (20 ft) for exterior conditions and 1.5 m (5 ft) for interior conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Masonry or manufactured stone not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Greater surface variations, deterioration or wear should be expected with re-used heritage brick.

The colour/texture of rectified 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 repair the appearance of deteriorated bricks.

Owners 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 are excluded from the Warranty.

Notes:_____

_____

_____

3.3 Brick veneer cladding (including mortar) is cracked or missing mortar

Acceptable Performance Condition:

Mortar in brick veneer joints should not be loose or missing.

Cracks in brick veneer in excess of 3 mm (1/8 inch) are excessive.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Mortar joints not meeting acceptable performance condition shall be rectified.

Cracks not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Outdoor temperature fluctuations can cause brick veneer to expand and contract. The resulting thermal stress can also cause cracking and is normal wear and tear.

Brickwork can be compromised by repeated wetting and drying cycles from lawn watering overspray. Such damages are excluded from the Warranty. Owners should take care to avoid unnecessary wetting of brickwork.

Notes:_____

_____

_____

3.4 Brick or brick veneer is chipped

Acceptable Performance Condition:

Brick or brick veneer on the exterior shall not have chips, unless designed to be tumbled or chipped in appearance, that are visible from a viewing distance at 6 m (20 ft) when viewed from a standing position under Normal Lighting conditions.

Brick used on the interior shall not have chips, unless designed to be tumbled or chipped in appearance, that are visible from a viewing distance of 1.5 m (5 ft) when viewed from a standing position under Normal Lighting conditions.

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Brick or brick veneer not meeting the acceptable performance condition shall be rectified.

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

Remarks:

The colour and texture of rectified areas shall match the existing brick colour and texture as closely as possible when dry and this is acceptable. Variation in colour may be noticeable when wet. 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:

Horizontal masonry joint work shall appear generally uniform when viewed from a normal viewing distance at 6 m (20 ft) for exterior applications and 1.5 m (5 ft) for interior applications.

Where the horizontal (bed) joint appears out of alignment, the variance shall not be more than +/- 12 mm (1/2 inch) from the specified plane. This does not apply to randomly sized masonry products or intended design installation.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Masonry with joints not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Dimensional variations of the courses (rows) are affected by the type of brick 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 in thickness (flush brick face) from a distance of 6 m (20 ft) for exterior applications and 1.5 m (5 ft) for interior applications. Viewing should take place under Normal Lighting conditions and from a Normal Viewing Position. The variance in thickness (flush) between two immediately adjacent bricks shall not exceed 8 mm (5/16 inch), unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Cut bricks not meeting the acceptable performance condition shall be rectified.

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

Remarks:

It is common that cut bricks may vary in thickness. Uncut bricks may also vary in thickness depending on the style selected (e.g. tumbled bricks).

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 or manufactured stonework shall be installed to produce a generally uniform appearance when viewed under Normal Lighting conditions and Normal Viewing Position at 6 m (20 ft) for exterior applications and 1.5 m (5 ft), unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Brickwork or manufactured stonework not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Minor colour variations may occur within a dye lot, this is acceptable.

Tinting methods are acceptable to adjust colour.

Notes:_____

_____

_____

3.8 Splatters and stains on masonry or manufactured stones

Acceptable Performance Condition:

Exterior masonry or manufactured stone shall not have splatters or stains detracting from the appearance of the finished wall when viewed from a distance at 6m (20 ft) under dry conditions and Normal Lighting.

Interior masonry or manufactured stone shall not have splatters or stains detracting from the appearance of the finished wall when viewed from a distance at 1.5 m (5 ft) under Normal Lighting.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Splatters or stains on masonry or manufactured stone not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:_____

_____

_____

3.9 The mortar/grout joint between stones is an uneven width

Acceptable Performance Condition:

Grout/mortar joints shall appear generally uniform in width when viewed from a Normal Viewing Position at 6 m (20 ft) for exterior applications and 1.5 m (5 ft) for interior applications, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Grout/mortar installations not meeting the acceptable performance condition shall be rectified.

Where repairs are required, colour, finish, or texture may not have an exact match and 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 Industry Standard.

Notes:_____

_____

_____

3.10 Stone is cracked

Acceptable Performance Condition:

Cracks in manufactured stone in excess of 3 mm (1/8 inch) are excessive.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Stones not meeting the acceptable performance condition shall be rectified.

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

Remarks:

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

“Distressed” or specifically finished stone may have features resembling dents or chips and are not a Defect.

Owners should ensure sprinkler heads are directed away from manufactured stone. Excessive wetting and drying cycles may damage the stone; this is not a Defect.

Notes:_____

_____

_____

3.11 A mortar/grout joint between manufactured stones or bricks is cracked

Acceptable Performance Condition:

Mortar in joints should not be loose or missing.

Cracks in mortar or grout in excess of 3 mm (1/8 inch) are excessive.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

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

Where repairs are required, colour, finish, or texture may not have an exact match 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. Outdoor temperature fluctuations cause manufactured stones to expand and contract. The resulting stress on the mortar can also cause cracking. This is normal behavior in any mortar/grout containing cement.

Notes:_____

_____

_____

3.12 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 Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Chimney caps not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:_____

_____

_____

4 Carpentry / Framing

4.1 Floor exhibits springiness or bounce

Acceptable Performance Condition:

These conditions are acceptable providing all structural members including beams and joists are sized, installed, and fastened to perform in accordance with Building Code or an engineered floor design.

Warranty Coverage:

Materials and Labour Warranty

Structural Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Floors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Movement is inherent to all spans and is not a Defect when in compliance with Building Code or engineered floor designs. Longer joist spans and those with joists spaced further apart will normally deflect (move) more than shorter-spanned joists under design loads.

Notes:_____

4.2 Sub-floor is loose

Acceptable Performance Condition:

Sub-floors shall not be loose under normal loading conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Sub-floors not meeting the acceptable performance conditions shall be rectified.

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

Remarks:

Notes:_____

_____

_____

4.3 Wall is bowed

Acceptable Performance Condition:

On the interior of a home, the variation shall not be more than 20 mm (3/4 inch) from the specified plane over the length of the wall or 1.8 m (6 ft), whichever is less, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Walls not meeting the acceptable performance condition shall be rectified.

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

Remarks:

It is common for walls to have minor variances in the finished surface. Varying light conditions can exaggerate surface inconsistency.

A straight edge, spirit level or other professional device should be used for all measurements.

Notes:_____

_____

_____

4.4 Wall is not plumb

Acceptable Performance Condition:

Where the condition is visible from a Normal Viewing Position, walls shall not be out of plumb more than 25 mm (1 inch) in 2.4 m (8 ft), unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Walls not meeting the acceptable performance condition shall be rectified.

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

Remarks:

It is reasonable to expect minor variation from plumb in conventional, residential construction.

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

Notes:_____

_____

_____

4.5 Exterior wall is leaking

Acceptable Performance Condition:

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

Warranty Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exterior walls not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Using full pressure in a single-stream or pressure-altering device, such as a pressure washer, to apply water to the wall can force water through building assemblies and flashings not intended for high-volume or high-pressure water saturation can force water through the building envelope and is not covered.

Owners should ensure sprinkler heads are directed away from the exterior walls. Excessive and repeat wetting and drying may cause leakage and premature deterioration of joint caulking and other components.

Joints and cracks in exterior wall surfaces and around openings should be properly caulked to prevent entry of water. Properly installed caulking may shrink and needs to be maintained by the Owner.

Notes:_____

4.6 Window unit leaks

Acceptable Performance Condition:

Windows shall not allow unintended water penetration, under normal weather conditions, when the window unit is properly closed.

Windows that open, may under some circumstances permit water entry, and drain as designed. This is not covered under Warranty.

Warranty Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Windows not meeting the acceptable performance condition shall be rectified.

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

Remarks:

The Owner is responsible for making certain that windows are properly closed, that weather- stripping and caulking is maintained, and that drain ports are not obstructed. Damage caused by Improper Maintenance or improper window closure is excluded from the Warranty.

Using full pressure in a single-stream or pressure-altering device, such as a pressure washer, to apply water to the wall can force water through building assemblies and flashings not intended for high-volume or high-pressure water saturation can force water through the building envelope and is not covered.

Fixed frame (non-opening) windows are more resistant to leakage than sliding windows or casement windows that have a hinged side.

Condensation and some water retention in the window tracks is not a Defect.

Notes:_____

_____

_____

4.7 Window malfunction

Acceptable Performance Condition:

Windows shall be installed to operate as intended and with reasonable ease or as described in manufacturer's specifications.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Windows not meeting the Acceptable Performance Condition are to be rectified.

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

Remarks:

Wood framed windows will require greater diligence in upkeep through Owner Maintenance; refinishing of the exterior surfaces may require annual care.

Window operation varies with different window designs. Windows require Owner Maintenance for optimum performance.

Notes:_____

_____

_____

4.8 Water leakage at openings in exterior walls or at the top of the foundation

Acceptable Performance Condition:

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

Warranty Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

A Defect resulting in water penetration around windows, doors, and or over the top of the foundation shall be rectified.

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

Remarks:

Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to prevent the entry of water. Exterior wall trim elements and openings should not have open cracks or gaps which will allow water or weather penetration.

Owners should ensure sprinkler heads are directed away from the exterior walls. Excessive and repeat wetting and drying may cause leakage and premature deterioration of joint caulking and other components.

Using full pressure in a single-stream or pressure-altering device, such as a pressure washer, to apply water to the wall can force water through building assemblies and flashings not intended for high-volume or high-pressure water saturation can force water through the building envelope and is not covered.

Notes:_____

_____

_____

4.9 Wood beam or post is split

Acceptable Performance Condition:

Load bearing wood beams or posts that are excessively split are not acceptable if the condition results in an inability to carry the intended/designed load.

Wood beams and posts that have splits and checks, due to the nature of the product or from normal drying, are acceptable where they still perform the intended function.

Warranty Coverage:

Structural Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Wood beams not meeting the acceptable performance conditions shall be rectified.

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

Remarks:

Some characteristics of drying wood, such as splitting and checking, are beyond the control of the Builder and cannot be prevented. Splitting and checking are primarily aesthetic concerns rather than structural issues.

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

Owner Maintenance includes inspecting beams at least yearly for alignment and adjusting teleposts as required.

Notes:_____

4.10 Wood beam or post is twisted or bowed

Acceptable Performance Condition:

Load-bearing wood beams and posts that are excessively twisted, bowed or cupped are not acceptable if the condition results in an inability to carry the intended/designed load.

Warranty Coverage:

Structural Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Load bearing wood beams or posts not meeting the acceptable performance condition shall be rectified.

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

Remarks:

A characteristic of drying wood such as minor twisting or bowing is normal and cannot be prevented. Such conditions are primarily aesthetic rather than a structural problem.

Notes:_____

4.11 Structural column is not plumb

Acceptable Performance Condition:

Structural columns (wood, masonry, concrete or steel) shall not be out of plumb more than 25 mm (1 inch) in 2.4 m (8 ft) unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Structural Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Structural columns out of plumb more than the acceptable condition shall be rectified.

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

Remarks:

It is recommended that tele-posts not be totally encased (renovations/finishing), as ongoing adjustment by the Owner, may be required.

Notes:_____

_____

_____

5 Millwork: Countertops & Cabinets, Stairs & Railings, Trims & Mouldings

Countertops & Cabinets

5.1 Laminated countertop has developed a bubble or delaminated.

Acceptable Performance Condition:

Laminated countertops shall not have bumps/swells, or delaminate, when used appropriately.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Countertops not meeting the acceptable performance condition shall be rectified.

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

Remarks:

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.

Countertops are susceptible to damage from standing water, heat, impact, and some cleaning solutions; particularly at joints and seams which are not designed or intended to be watertight. Care must be taken to ensure that countertops are kept free of standing water at joints and openings at sinks and faucets.

Placing hot items (including appliances, pots, and pans) and/or allowing standing water to sit directly on the countertop surface can compromise the laminate adhesive resulting in swells. Such actions are beyond the Builder's control and are not covered by the Warranty.

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 manufacturer's guidelines to ensure seals inherent in the product perform as intended.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

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

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

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. Upkeep of gaskets and sealants is a part of Owner Maintenance.

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

Owners have a responsibility to mitigate damages immediately upon identifying an issue with the seal between a sink and countertop.

Notes:_____

_____

_____

5.3 Laminated countertop seam is excessively wide

Acceptable Performance Condition:

Laminated countertop seams shall be uniform, tightly fitted, and sealed to provide a continuous finished surface. Gaps in seams shall not exceed 1.5 mm (1/16 inch), unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Countertops not meeting the acceptable performance condition shall be rectified.

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

Remarks:

A countertop seam is where two sections of countertop abut each other. A seam filler, to repair gaps, is a generally acceptable repair.

The gap between adjacent surfaces (i.e., countertop and ceramic tile backsplash) is not a countertop seam, and generally should be sealed to prevent water entry along that junction.

Caulking is an acceptable repair for separations at the backsplash.

The gap between the back of a countertop and an outside wall can open and close with thermal bowing in a cold climate and is not a defect.

Owners shall not allow water to remain on countertop joints.

Notes:_____

_____

_____

5.4 Cracks in countertop surface

Acceptable Performance Condition:

The surface of countertops shall not crack during appropriate use conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Countertops not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Care should be taken to prevent cracking or chipping. Sitting, walking upon, or dropping heavy objects on countertops can create excessive loads that can cause cracking. Damages resulting from excessive load, impacts, or heat stresses beyond normal and typical uses for the counter are excluded from the Warranty. Some cleaning solutions can damage countertops.

Granite and stone countertops have natural fissures or voids that are part of the character of the surface and is not a Defect.

Notes:_____

_____

_____

5.5 Scratches or chips on laminate or solid surface countertops

Acceptable Performance Condition:

Physical damage is not a defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Granite and stone countertops have natural fissures or voids that are part of the character of the surface and is not a Defect.

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

The Owner is responsible for maintaining countertop surfaces in accordance with the manufacturer's instructions. Do not use abrasive cleaners or steel wool on a countertop.

Repairs undertaken outside of Warranty coverage utilizing epoxy is acceptable.

Notes:_____

5.6 Seams (joints) between two sections of stone countertop

Acceptable Performance Condition:

Joints in stone countertops shall be filled and sealed to provide a continuous finished surface.

Stone countertops shall be designed and installed to produce a uniform seam no greater than 1.5 mm (1/16 inch) between adjoining sections, in horizontal or vertical displacement.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Countertops not meeting the acceptable performance condition shall be rectified.

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

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.

In some cases, larger joint widths are specified. In these cases, the tolerance is to be ±25% (± ¼) of the nominal joint width. Joint width does not include the dimension of an arris (a small chamfer, approximately 1.5 mm x 1.5 mm (1/16 inch x 1/16 inch) on the stone edge. When an arris is used, the perceived joint width may be greater than the actual width due to the seam filler occupying the width of the arris.

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

Stone countertops may have been sealed at the time of installation and may require regular re-applications as part of Owner 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.

Visible joints between adjacent sections are acceptable.

Notes:_____

_____

_____

5.7 Surface pits, fissures, or veins in natural stone countertop

Acceptable Performance Condition:

Surface pits, shading, fissures or veins in stone countertops are naturally occurring characteristics of stone.

Warranty Coverage:

None

Claim Response:

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.

Stone countertops may be sealed at the time of installation and require regular re-applications as part of Owner 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 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 when viewed under Normal Lighting conditions and from a Normal Viewing Position, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Cabinet door panels not meeting the acceptable performance condition shall be rectified.
Where repairs are required, colour, finish, or texture may not have an exact match and is acceptable.

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.

The repair may involve staining the exposed strip to match and is acceptable.

It is recommended to conduct repair toward the end of the initial 12-months following the Commencement Date, so the cabinetry can experience one complete seasonal heating and/or cooling cycle.

Notes:_____

5.9 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 under Normal Lighting conditions and from a Normal Viewing Position, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Cabinets not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Cabinet doors can become misaligned through normal use. Most cabinet hinges provide for adjustment, and handles and pulls can be tightened/adjusted as a part of Owner Maintenance.

Notes:_____

_____

_____

5.10 Cabinet door or drawer face is warped

Acceptable Performance Condition

When closed, cabinet doors and drawer faces shall be flush against an adjacent cabinetry face. Warping shall not exceed 3mm (1/8 inch) when measured diagonally corner-to-corner.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Cabinets or drawer faces not meeting the acceptable performance condition shall be rectified.

Remarks:

Humidity levels within the home can affect natural wood products including cabinet doors and drawer faces. Owners should carefully regulate the level of relative humidity within the New Home especially during cold weather. Some degree of movement either shrinkage or warping due to changes in the level of relative humidity can be expected and is normal.

Notes:_____

_____

_____

5.11 Cabinet door or drawer binds or rubs

Acceptable Performance Condition:

Cabinet doors and drawers shall not bind or rub under normal use, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Cabinet doors and drawers not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Humidity levels in the home may affect the functionality of cabinet doors and drawers made from wood or wood products. Some minor shrinkage may occur and is acceptable.

Cabinet doors can become misaligned through normal use. Most cabinet hinges provide for adjustment, and handles and pulls can be tightened/adjusted as a part of Owner Maintenance.

Notes:_____

_____

_____

5.12 Cabinet doors do not stay in position when closed

Acceptable Performance Condition:

Cabinet doors shall not swing open by the force of gravity alone, after being properly closed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Cabinetry doors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Cabinet doors can become misaligned through normal use. Most cabinet hinges provide for adjustment, and handles and pulls can be tightened/adjusted as a part of Owner Maintenance.

Notes:_____

_____

_____

5.13 A gap exists between cabinets or between cabinets and the ceiling or walls

Acceptable Performance Condition:

Cabinets shall be fitted tight to each other, visible gaps exceeding 3 mm (1/8 inch) are not acceptable, unless otherwise designed.

Where cabinets abut walls and ceilings, trim pieces may cover gaps, however, visible gaps exceeding 3 mm (1/8 inch) are not acceptable, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

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

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

Remarks:

It is a common and acceptable practice to intentionally install a gap where cabinets meet different materials or adjoining cabinetry. Appropriate trim pieces may be used where such gaps are inherent to the design and are acceptable.

Caulk or filler is an acceptable repair methodology.

Notes:_____

_____

_____

5.14 Scratches or minor imperfections in wood cabinets

Acceptable Performance Condition:

Physical damage is not a defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Repairs undertaken outside of Warranty coverage should be appropriate to the nature of the blemish. The use of cabinet touch-up style crayons and/or markers are an accepted repair methodology.

Notes:_____

_____

_____

Interior Stairs and Railings

5.15 Stair assembly is squeaking

Acceptable Performance Condition:

Stair risers and treads should be free from squeaks caused by movement in the stair assemblies which are repetitive and readily audible under normal loading conditions.

Some noise is inherent to certain floor coverings. A completely sound-free floor may not be attainable.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Stairs assemblies not meeting the acceptable performance conditions shall be rectified.

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

Remarks:

Jumping up-and-down or adding overloaded direct force on the floor to cause squeaking is not normal loading conditions.

Squeaks resulting from normal shrinkage of materials caused by drying after construction may be excluded from the Warranty.

The Owner must maintain indoor humidity levels to prevent excessive drying of materials. Extended low-humidity indoor environments can cause excessive shrinkage in the wood resulting in loose floor connections resulting in squeaks.

Notes:_____

_____

_____

5.16 A gap exists between stair or stair moulding and the wall

Acceptable Performance Condition:

A visible gap shall not exceed 6 mm (1/4 inch) between the stair or stair moulding and the wall, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Gaps between the stair or stair moulding and the wall not meeting the acceptable performance condition shall be rectified.

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

Remarks:

The application of caulk or filler is an acceptable repair methodology, as is the addition of a trim.

These conditions are not applicable to unfinished stairs, regardless of the size of the gap.

Notes:_____

_____

_____

5.17 A gap exists between stair parts

Acceptable Performance Condition:

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

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Stairs not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Caulk or filler is an acceptable repair methodology.

Stair parts do not include applied trim and moulding.

Notes:_____

5.18 A gap exists between interior wood railing parts

Acceptable Performance Condition:

Wood railing parts shall be fitted to minimize gaps. Gaps exceeding 3 mm (1/8 inch) are excessive, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

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

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

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 acceptable.

Notes:_____

5.19 Stair railings and/or guards lack rigidity

Acceptable Performance Condition:

Stair railings and guards shall be sized, installed, and fastened to perform in accordance with Building Code.

Warranty Coverage:

Materials and Labour Warranty

Building Code Violation Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

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

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

Remarks:

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

The selection of material, the design of the stair railing and normal shrinkage of materials can affect rigidity.

Notes:_____

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

Acceptable Performance Condition:

Colour variations, knots or different grain patterns are natural characteristics of wood and is not covered under Home Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

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 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:_____

_____

_____

Trim and Mouldings

5.21 Hammer marks are visible on trim

Acceptable Performance Condition:

Physical damage is not a Defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Repairs undertaken outside of Warranty coverage should be appropriate to the nature of the blemish.

Notes:_____

5.22 Interior trim or mouldings are split

Acceptable Performance Condition:

Trim shall not have visible splits when viewed under Normal Lighting conditions and from a Normal Viewing Position, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Trim not meeting the acceptable condition shall be rectified.

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

Remarks:

Caulk or filler is an acceptable repair methodology.

Notes:_____

_____

_____

5.23 Joints in interior trim, casing, and baseboards are visible

Acceptable Performance Condition:

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

Joint gaps which remain open greater than 3 mm (1/8 inch) are excessive and not acceptable.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Joints not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Joints in mouldings (miter and butt joints) should be flush and properly fitted. Hairline cracks are acceptable in painted surfaces between joined or adjacent pieces.

Caulk or filler is an acceptable repair methodology.

Notes:_____

_____

_____

5.24 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 under Normal Lighting conditions and from a Normal Viewing Position, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Wood surfaces not meeting the acceptable performance condition shall be rectified.

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

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:_____

5.25 Interior wood surfaces are scratched or scuffed

Acceptable Performance Condition:

Physical damage is not a Defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Repairs undertaken outside of Warranty coverage should be appropriate to the nature of the blemish.

Notes:_____

_____

_____

5.26 A gap exists between the wall and the baseboard

Acceptable Performance Condition:

Baseboards shall be installed generally flush to the wall surface.

Gaps which remain open greater than 3 mm (1/8 inch) are excessive and are not acceptable, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Gaps between the wall and the baseboard not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Caulk or filler is an acceptable repair methodology.

Notes:_____

_____

_____

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

Acceptable Performance Condition:

Baseboards shall be installed generally flush where the bottom edge of the baseboard meets the floor.

Gaps between baseboard and uniform, hard floors, such as hardwood, laminate, uniform ceramic tile, and resilient flooring, which remain open greater than 3 mm (1/8 inch) are excessive and are not acceptable, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Gaps between the underside of the baseboard and the floor that do not meet the acceptable performance condition shall be rectified.

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

Remarks:

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 is a part of the design and is acceptable.

Non-uniform floors, such as slate or deeply textured tiles, may exhibit gaps; this is acceptable.

Notes:_____

_____

_____

5.28 Gaps exist between heat registers, cold air return grills or ventilation grills, and the adjacent surfaces

Acceptable Performance Condition:

Heat registers, cold air return grills, and ventilation grills shall be installed generally flush with the adjacent surface as dictated by their design.

Gaps shall not be readily visible when viewed under Normal Lighting conditions and from a Normal Viewing Position, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Heat registers, cold air return grills, and ventilation grills not meeting the acceptable performance condition shall be rectified.

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

Remarks:

When two surfaces are simply abutted, the result is typically a minor gap which is normal and acceptable.

Typically, floor mounted heat registers are slip-fitted into position which is in keeping with Industry Standard.

Notes:_____

5.29 Resin is bleeding through painted finish on trim

Acceptable Performance Condition:

Painted trim shall not have resin bleed through which is readily visible when viewed under Normal Lighting conditions and from a Normal Viewing Position.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Painted finishes not meeting the acceptable performance condition shall be rectified.

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

Remarks:

The extent of resin bleeding, while a natural characteristic of wood, can be controlled.

Notes:_____

_____

_____

5.30 Fasteners are not properly set or filled

Acceptable Performance Condition:

Nail heads and fasteners shall not protrude above or be set excessively below the surface so as to become readily apparent when viewed under Normal Lighting conditions and from a Normal Viewing Position, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Nails and other types of fasteners not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Caulk or filler is an acceptable repair methodology.

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

Notes:_____

_____

_____

6 Doors and Windows Doors

6.1 Pocket door will not stay on its track or does not roll smoothly

Acceptable Performance Condition:

Pocket doors shall stay on their tracks and move freely.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Pocket doors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

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

Owner Maintenance for sliding pocket doors may involve occasional adjustment, cleaning, and/or lubrication.

Notes:_____

6.2 Pocket door rubs

Acceptable Performance Condition:

The face of a pocket door shall not rub against the surrounding framing, doorjamb, or casing during normal operation.

If the design includes a latch, the latch should connect and disconnect with relative ease.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Sliding pocket doors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

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, this is acceptable.

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

Normal Owner Maintenance for sliding pocket doors may involve occasional adjustment, cleaning, and/or lubrication.

Notes:_____

6.3 Sliding screen door will not stay on its track or slide smoothly

Acceptable Performance Condition:

Sliding screen doors shall operate with relative ease, stay on the tracks, and latch securely, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Sliding screen doors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

The frame of a screen door can easily be warped by impact, this is not a Defect.

Owner Maintenance for sliding pocket doors may involve occasional adjustment, cleaning, and/or lubrication.

Notes:

6.4 Bi-fold or sliding doors come off tracks

Acceptable Performance Condition:

Bi-fold and sliding doors shall operate with relative ease and remain on their tracks, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

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

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

Remarks:

Bi-fold doors can become misaligned by normal use outside the control of the Builder. For example, it is common for a coat sleeve being caught between the two doors as they close resulting in misalignment. A misaligned bi-fold door can be re-adjusted to its proper position. Bi-fold door readjustment is part of Owner Maintenance.

Notes:

6.5 Interior passage door is warped

Acceptable Performance Condition:

Interior doors shall not become inoperable or warp more than 6 mm (1/4 inch) when measured corner to corner on the same edge. In the case of double doors, one door shall not warp more than 6 mm (1/4 inch) beyond the face of the adjacent door.

The door should operate with relative ease to engage and release the latch, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Doors not meeting the acceptable performance condition shall be rectified.

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

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. Owner Maintenance includes controlling indoor humidity levels to prevent permanent warping.

Notes:_____

_____

_____

6.6 Interior door rubs on the doorjamb

Acceptable Performance Condition:

Doors shall operate without rubbing on the doorjamb.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Interior doors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

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

Owner Maintenance includes controlling indoor humidity levels to prevent permanent warping of doors and adjustment of teleposts, where applicable.

Notes:

6.7 Veneer wood door panel has delaminated

Acceptable Performance Condition:

Veneers shall be securely adhered to the substrate of the door and shall not delaminate.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Door panels not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Wood or wood composite doors are composed of natural wood fibers and are affected by changes in indoor, relative humidity. Owner Maintenance includes controlling indoor humidity levels to prevent permanent warping, splitting, or delamination of doors.

Notes:_____

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

Acceptable Performance Condition:

Wood is a natural product, and variations will exist among different products; this is acceptable.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Cosmetics of natural wood doors are contractual issues. Natural wood doors should be evaluated for appearance prior to their 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 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:

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

Acceptable Performance Condition:

Panel sections of exterior wood doors shall not shrink to the point of having exposed raw panel edges when viewed under Normal Lighting conditions and from a Normal Viewing Position, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Doors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

The expansion and contraction of natural wood due to changes in humidity is normal. It is the responsibility of the Owner to maintain the required humidity levels.

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

Notes:

6.10 Interior door handset fails to latch properly

Acceptable Performance Condition:

Door handsets shall operate smoothly and latch with relative ease.

Slight pressure may be required to engage or disconnect the latch; this is acceptable.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Door handsets not meeting the acceptable performance conditions shall be rectified.

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

Remarks:

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 temporary condition is acceptable.

Owner Maintenance includes occasional lubrication of latching hardware, controlling indoor humidity levels to prevent permanent warping of doors, and adjustment of teleposts, where applicable.

Notes:_____

6.11 Interior door drags on the floor

Acceptable Performance Condition:

Interior doors shall not contact the floor at any point of travel, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Doors not meeting the acceptable performance conditions shall be rectified.

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

Remarks:

Interior doors are often undercut to facilitate air movement through the house. The resulting gap is not a Defect.

Owner Maintenance includes adjustment of teleposts.

Notes:_____

_____

_____

6.12 Interior door swings open or closed on its own

Acceptable Performance Condition:

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

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Doors not meeting the acceptable performance conditions shall be rectified.

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

Remarks:

Owner Maintenance includes adjustment of teleposts.

Changes in air pressure due to open windows, the furnace fan starting, etc., may cause an unlatched door to swing open or closed; this is normal and acceptable.

Notes:

6.13 Door binds from improperly installed hinges

Acceptable Performance Condition:

Doors shall not bind due to hinge misalignment, including excess recessing of hinges, to the extent of impairing normal operation of the door.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Doors not meeting the acceptable performance conditions shall be rectified.

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

Remarks:

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 temporary condition is acceptable.

Owner Maintenance includes occasional lubrication of latching hardware, controlling indoor humidity levels to prevent permanent warping of doors, and adjustment of teleposts, where applicable.

Notes:

6.14 Door is dented or damaged

Acceptable Performance Condition:

Physical damage is not a Defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Repairs undertaken outside of Warranty coverage should be appropriate to the nature of the blemish.

Notes:

6.15 Exterior door does not seal properly

Acceptable Performance Condition:

Exterior doors, when appropriately closed and locked, shall have positive contact with adjacent weather stripping to achieve the designed air leakage rating in accordance with Building Code.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Doors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

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 acceptable. 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 Owner.

Interior air movement along and across the interior face (convection) is normal and should not be confused with air leakage.

Minor air infiltration may occur during very windy conditions; this is acceptable.

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; however, doors between the living area of the New Home and garage require appropriate sealing.

Notes:_____

_____

_____

6.16 Exterior door is warped

Acceptable Performance Condition:

Exterior doors shall not warp to the extent of no longer operating with relative ease in opening, closing, or engagement/release of the latch.

Even when not impacting operation, a door shall not warp in excess of 6 mm (1/4 inch) when measured corner to corner. In the case of double doors, this shall apply to both the active and inactive door.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Doors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Wood doors exposed to severe weather may require annual Owner Maintenance. Inspect outside door finishes for deterioration at least annually.

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

Notes:_____

_____

_____

6.17 Exterior door rubs on the door jamb

Acceptable Performance Condition:

Exterior doors shall not rub on the door jamb to the extent of no longer operating with relative ease in opening, closing, or engagement/release of the latch.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exterior doors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

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 temporary condition is acceptable. Periodic adjustment of the strike plate and door sweep, to accommodate shrinking and swelling associated with seasonal periods of humidity and temperature change, may be needed.

Owner Maintenance includes occasional lubrication of latching hardware, controlling indoor humidity levels to prevent permanent warping of doors, and adjustment of teleposts, where applicable.

Door latches shall operate with relative ease however, slight pressure may be required to engage or disconnect the latch due to the compression of the weather-stripping.

Exterior doors can warp to some degree because of the difference in the surface temperature between inside and outside.

Notes:_____

_____

_____

6.18 Plastic moulding on exterior door is deformed

Acceptable Performance Condition:

The plastic mouldings on exterior doors shall not noticeably deform when viewed under Normal Lighting conditions and from a Normal Viewing Position, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exterior door mouldings not meeting the acceptable performance condition shall be rectified.

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

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 Owner is also cautioned to follow manufacturer's recommendations on upkeep and painting 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:_____

_____

_____

6.19 Exterior door hardware or decorative metal trim has discoloured

Acceptable Performance Condition:

Finishes on door hardware or decorative metal trims may discolour.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Finishes on door hardware and fixtures may discolour due to exposure to normal atmospheric conditions.

Some hardware may have a varnish-type coating applied to inhibit discolouration. Such protective coatings can easily be damaged by abrasive cleansers. Oxidation and environmental pollutants can accelerate discolouration.

Upkeep of protective coatings or removing discolouration is part of Owner Maintenance.

Notes:

6.20 Filler plugs are not in place in the plastic moulding (over screw locations)

Acceptable Performance Condition:

This is not a Defect.

Warranty Coverage:

None

Claim Response:

None

Remarks:

This is a contractual matter between the Builder and Owner.

Some designs simply do not include plugs.

This is an issue of product design specific by the moulding manufacturer.

Notes:

6.21 Exterior door swings open or closed by itself

Acceptable Performance Condition:

Exterior doors shall be installed sufficiently plumb and square, so they do not swing due to the force of gravity alone.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exterior doors not meeting the acceptable performance condition are to be rectified.

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

Remarks:

Doors between the dwelling unit and attached garage are required to be installed complete with a self closing device in accordance with Building Code.

Changes in air pressure due to open windows, the furnace fan starting, etc., may cause an unlatched door to swing open or closed; this is normal and acceptable.

Notes:

6.22 Attached garage overhead garage doors do not operate properly

Acceptable Performance Condition:

Attached garage overhead doors shall operate as intended and without binding.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Overhead garage doors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Detached garages are excluded from the Warranty.

If an automatic garage door opener was supplied and installed by the Builder, it shall operate properly to the specifications of the overhead door manufacturer and the manufacturer of the automatic door opener.

Owners 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:_____

6.23 Attached garage overhead garage doors allows snow or water infiltration around the perimeter

Acceptable Performance Condition:

Doors between an unheated garage and the exterior are not required to be weather-stripped and may allow snow and water to enter the garage. Heated garages with weather-stripping, may allow snow and water to enter the garage which is acceptable.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Notes:

Windows

6.24 Window glass or screen exhibit scratches or damage

Acceptable Performance Condition:

Physical damage is not a defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Notes:_____

6.25 Glass is cracked as a result of stress, due to movement/settlement

Acceptable Performance Condition:

Windows shall be installed as per the manufacturer's specifications and shall not crack due to construction stress or building movement/settlement.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Windows not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:

6.26 The interior or exterior of a window or door frame exhibits chips, cracks, scratches, or gouges

Acceptable Performance Condition:

Physical damage is not a Defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Repairs undertaken outside of Warranty coverage should be appropriate to the nature of the blemish.

Notes:

6.27 Window is exhibiting condensation on the interior glass surface

Acceptable Performance Condition:

Some condensation may occur when water vapour in indoor air contacts cold surfaces such as windows.

Condensation on interior window surfaces is common during cold seasons. When outdoor temperatures are below freezing, ice may also form at the bottom of the window. The extent of condensation is relative to outdoor temperature and the indoor relative humidity.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Humidity is the amount of water vapour in the air. The relative humidity (RH), which is expressed as a percentage, is the amount of water vapour the air contains compared to the maximum possible at that temperature and pressure.

Condensation is a natural occurrence when interior air, laden with sufficient humidity, meets a surface that is sufficiently cold.

This condition can correct itself naturally when the outside air temperature increases and / or when the Owner decreases indoor relative humidity.

Window coverings which cover windows and block heat diffusers can prevent air flow resulting in increased exposure to the formation of condensate.

Owner Maintenance includes maintaining appropriate indoor humidity levels. Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

Notes:_____

6.28 Condensation is forming between factory sealed window panes

Acceptable Performance Condition:

Window units shall be free from condensation between factory sealed panes.

Condensation between panes indicates the airtight seal around the edge of the glass unit has failed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Window units not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Window manufacturers may have specific extended warranties to cover the integrity of window seals. Refer to the Manufacturer's Warranty as may exist.

Some water retained in window tracks or condensation on the window surface is not a Defect.

Notes:_____

_____

_____

6.29 Mold or mildew 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 surfaces if conditions allow. This is not a Defect.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Mould or mildew can usually be removed from painted surfaces during Owner Maintenance.

Weep holes in windows tracks should be regularly cleaned as a part of Owner Maintenance.

Notes:

6.30 Exterior window glazing stop is dislodged

Acceptable Performance Condition:

Exterior window glazing stops should not become dislodged.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exterior window glazing stops not meeting the acceptable performance condition are to be rectified.

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

Remarks:

Notes:

6.31 Window(s) is dirty

Acceptable Performance Condition:

This is not a Defect.

Warranty Coverage:

None

Claim Response:

None

Notes:

6.32 Condensation on door or other hardware

Acceptable Performance Condition:

Some condensation may occur when water vapour in indoor air contacts cold surfaces such as door hardware, including locksets and deadbolts, or other components with inherently low thermal resistance (R-value).

Condensation on interior surfaces is common during cold seasons. When outdoor temperatures are below freezing, ice may also form at the bottom of the door. The extent of condensation is relative to outdoor temperature and the indoor relative humidity.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Humidity is the amount of water vapour in the air. The relative humidity (RH), which is expressed as a percentage, is the amount of water vapour the air contains compared to the maximum possible at that temperature and pressure.

Condensation is a natural occurrence when interior air, laden with sufficient humidity, meets a surface that is sufficiently cold.

This condition can correct itself naturally when the outside air temperature increases and / or when the Owner decreases indoor relative humidity.

Owner Maintenance includes maintaining appropriate indoor humidity levels. Indoor humidity levels may be controlled by dehumidification, ventilation or air conditioning.

Notes:_____

_____

_____

Finishes / Exterior

7.1 Siding is bowed, wavy, or buckled

Acceptable Performance Condition:

Siding shall be installed in accordance with Building Code to accommodate thermal movement and anticipated shrinkage of the structure to which it is attached and shall be generally free from permanent and readily apparent bows, waves, or buckles.

Where local distortion exists, the deviation shall not exceed 20 mm (3/4 inch) over a distance of 1.2 meters (4 feet).

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Bowed or wavy siding exceeding the acceptable performance condition shall be rectified.

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

Remarks:

Elevated moisture levels can cause wood or hardboard siding to bow. Minor waviness due to normal fluctuations in humidity is acceptable.

Siding that is intended to have paint and / or sealer requires review and upkeep as part of Owner Maintenance to ensure continuity of the protective layer.

Varying lighting conditions can exaggerate minor variations in siding profile and texture. Highly reflective siding surfaces tend to magnify surface imperfections such as variations in color, texture, or flatness.

Siding cut to accommodate large openings, such as windows, may exhibit localized waviness; this is acceptable.

Notes:_____

7.2 Wood, hardboard, cementitious, vinyl, or panel-type siding joints are not tight

Acceptable Performance Condition:

Wood, hardboard, cementitious, vinyl, or panel-type siding shall be installed in accordance with Building Code with gaps at joints to allow for expansion, as may be required, not exposing the substrate below, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Gaps exceeding allowable parameters and / or without appropriate water penetration protection not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Joints shall be suitably protected to prevent water penetration. Caulking, slip sheets, back-flashing or attaching battens over the joints are accepted ways to protect the joints from water penetration.

Wood, hardboard, vinyl, or panel-type siding can be expected to expand and contract with fluctuations in outdoor temperature and humidity. Gaps at joints or transitions may be required by design to allow for expansion and help prevent buckling.

Notes:_____

7.3 Siding fasteners are excessively countersunk

Acceptable Performance Condition:

Siding fasteners shall be installed in accordance with Building Code and shall not be countersunk to the extent of exposing the substrate (including hardboard fibers) beneath.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Siding fasteners not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Excessive fastener countersinking can lead to premature deterioration of the siding or substrate 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:

Plywood or veneer siding shall be installed in accordance with Building Code and shall not delaminate.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Plywood or veneer siding that does not meet the acceptable performance condition shall be rectified.

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

Remarks:

Siding that is intended to have paint and / or sealer requires review and upkeep as part of Owner Maintenance to ensure continuity of the protective layer.

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 Building Code.

Excessive staining over a large area which is visible when viewed from a Normal Viewing Position and under Normal Lighting conditions is not acceptable.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Siding fasteners not meeting the acceptable performance condition shall be rectified.

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

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.

Fasteners or accessories used to secure siding or trim may not match the siding or trim colour due to manufacturing limitations; this is not a Defect.

Notes:

7.6 Lap siding (wood, hardboard, vinyl, etc.) is not installed in a straight line

Acceptable Performance Condition:

Lap siding shall be installed with individual pieces in general parallel alignment, so as not to detract from the finished appearance, when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Lap siding not meeting the acceptable performance condition shall be rectified.

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

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.

Structural cambers shall be taken into consideration when evaluating alignment.

Wavy-edged siding is more tolerant of adjustments while maintaining an acceptable appearance.

Notes:

7.7 Exposed edges of wood, engineered wood battens, or trim pieces are not sealed

Acceptable Performance Condition:

Unfinished edges of wood, engineered wood battens, or trim exposed to view or the elements shall be painted or sealed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Wood, engineered wood battens, or trim not meeting the acceptable performance condition shall be rectified.

Where repairs are required, colour, finish, or texture may not have an exact match and 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 unprimed 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 Vinyl or aluminum siding colour has faded unevenly

Acceptable Performance Condition:

Vinyl or aluminum 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.

Vinyl or aluminum siding shall retain colour fastness in keeping with the manufacturer's performance specifications and shall not fade or discolour in an uneven or random manner on a similar elevation and exposure when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Vinyl or aluminum siding not meeting the acceptable performance condition shall be rectified.

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

Remarks:

All colour fades over time with exposure to sunlight. Areas of intense, direct sunlight exposure will tend to fade faster than other, more shaded areas.

Trees or other buildings may shade portions of the wall from uniform sunlight and cause non-uniform fading; this is acceptable.

Notes:_____

7.9 Aluminum or vinyl siding, trim, or accessory is loose

Acceptable Performance Condition:

Aluminum or vinyl siding, trim, or accessories shall be installed in accordance with Building Code and shall not become displaced or detached from the substrate under normal weather conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Aluminum or vinyl siding, trim, and associated trim and accessories not meeting the acceptable performance condition shall be rectified.

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

Remarks:

While they should be firmly attached to the substrate, aluminum and vinyl siding are intentionally installed loosely to the substrate allowing for thermal expansion and contraction. Siding should not displace or detach under normal weather conditions.

Aluminum or vinyl siding, trim, or accessories shall be firmly attached to the substrate and installed in accordance with Building Code and shall not become displaced or detached from the substrate under normal weather conditions.

Notes:_____

7.10 Exterior wood trim is split

Acceptable Performance Condition:

Wood trim should be free of splits or cracks resulting in displacement or detachment, or which detract from the finished appearance and are readily visible when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Trim not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Exterior wood trim may split due to normal shrinkage and temperature extremes. Crack filler and paint is an acceptable repair method.

Some manufactured products may have intentional splits for aesthetic purposes; this is acceptable.

Notes:_____

_____

_____

7.11 Exterior wood trim is bowed, twisted, or cupped

Acceptable Performance Condition:

Exterior wood trim may warp, twist, or cup due to natural expansion or shrinkage and temperature extremes.

Wood trim shall be installed in accordance with Building Code and shall not become distorted to the extent of displacement or detachment from the substrate under normal weather conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Trim not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:

7.12 Rotted or detached exterior trim boards

Acceptable Performance Condition:

Trim boards shall be installed in accordance with Building Code and shall not rot to the extent of becoming displaced or detached from the substrate under normal weather conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exterior trim boards not meeting the acceptable performance condition must be rectified.

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

Remarks:

Natural deterioration of wood exposed to the elements is common and acceptable. Some characteristics of drying wood, such as splitting and checking, are a normal occurrence and do not affect the performance of wood.

Owner Maintenance may involve review of exterior trim boards, caulking, and sealing or painting.

Notes:

7.13 Resins have bled through paint or stain applied on cedar cladding (shakes, shingles or siding)

Acceptable Performance Condition:

Where paints or stains are used over exterior wall cladding, such as cedar shakes, shingles, or siding, bleed-through of resins or extractives is a normal occurrence.

Excessive resin bleed-through, detracting from the uniform finished appearance, shall not be visible when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Cedar cladding (shakes, shingles, or siding) not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Some knots or other naturally occurring features can be expected to bleed through in cedar over time, this is acceptable.

Notes:

7.14 Unsealed gaps exist between dissimilar cladding materials and at penetrations through the cladding

Acceptable Performance Condition:

Gaps between dissimilar cladding materials shall be finished (protected) in accordance with Building Code and, while allowing for movement, must be weather tight.

Warranty Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Gaps at dissimilar cladding materials and penetrations through the cladding not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Where space between different cladding materials and between penetrations is required to allow for movement, a secondary plane of protection may exist behind the surface of the cladding. Where rain screen principles are used in the cladding design, the sealing may be behind the surface of the cladding.

Owner Maintenance may involve review of cladding junctions, cladding penetrations, caulking, and sealing or painting.

Using full pressure in a single-stream or pressure-altering device, such as a pressure washer can force water through building assemblies and flashings not intended for high-volume or high-pressure water saturation.

Notes:_____

7.15 Cracks in exterior stucco

Acceptable Performance Condition:

Minor (hairline) cracks due to normal shrinkage are normal and acceptable.

Stucco shall have no cracks or gaps in excess of 3 mm (1/8”).

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Stucco not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Cracks in themselves do not cause water to penetrate through the Building Envelope as there are usually designed secondary layers of defense. 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.

Owner Maintenance may involve review of exterior cladding components, eliminating repeated exposure to water from dripping hose bibs or overspray from sprinkler systems, caulking, and sealing or painting to ensure moisture does not have a path to enter stucco and adjacent materials.

Using full pressure in a single-stream or pressure-altering device, such as a pressure washer can force water through building assemblies and flashings not intended for high-volume or high-pressure water saturation.

Notes:_____

7.16 Stucco colour or texture is inconsistent across the wall

Acceptable Performance Condition:

Slight colour variations should be expected and are acceptable.

The colour and texture of stucco shall appear generally uniform across a similar elevation and exposure when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Stucco not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Because stucco is applied by hand, each stucco applicator has a unique way of creating a stucco texture. The colour or texture of repaired stucco is difficult to match exactly; variance at repaired sections may require unique consideration.

Colour variation is normal as all colours fade with exposure to sunlight and is not covered by the Warranty. Variations can be attributed to shadows cast from trees and adjacent buildings.

The texture applied to stucco induces deep shading that defines the character of stucco and is not covered by the Warranty.

Discolouration and mineral deposits caused by repeated exposure to water is normal and acceptable.

Using full pressure in a single-stream or pressure-altering device, such as a pressure washer can force water through building assemblies and flashings not intended for high-volume or high-pressure water saturation.

Notes:_____

_____

_____

7.17 Stucco is separating or falling off the substrate

Acceptable Performance Condition:

Stucco shall not debond, separate, or fall from the base coat or substrate.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Stucco finish not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Stucco separating from its base may indicate an issue with trapped moisture or adjacent flashing details.

Owner Maintenance may involve review of exterior cladding components, eliminating repeated exposure to water from dripping hose bibs or overspray from sprinkler systems, caulking, and sealing or painting to ensure moisture does not have a path to enter stucco and adjacent materials.

Using full pressure in a single-stream or pressure-altering device, such as a pressure washer can force water through building assemblies and flashings not intended for high-volume or high-pressure water saturation.

Notes:

7.18 Efflorescence (a whitish crystalline powder) is present on cementitious exterior surfaces

Acceptable Performance Condition:

Efflorescence, the formation of a white crystalline deposit, commonly occurs on stucco and masonry surfaces.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Efflorescence is a white deposit on concrete surfaces caused by a combination of soluble salts, moisture, and hydrostatic pressure can present itself in localized areas; this is a normal condition.

Efflorescence is usually harmless and can be removed with a stiff brush and water.

Visible efflorescence may be an indication that moisture has moved through the concrete or masonry material to its surface. A certain amount of initial post-construction efflorescence is a normal condition.

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

Visibility varies with seasonal conditions. Dark-coloured stucco will tend to exaggerate the appearance of efflorescence.

Notes:_____

7.19 Parging is cracked or falling off

Acceptable Performance Condition:

Minor (hairline) cracks due to normal shrinkage are normal and acceptable.

Parging shall have no cracks or gaps in excess of 3 mm (1/8”).

Parging shall not debond, separate, or fall from the substrate.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Parging not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:

7.20 Exterior paint, stain, or clear finish blisters and peels on vertical exterior surfaces

Acceptable Performance Condition:

Exterior paint, stain, or clear finishes on exterior surfaces shall not deteriorate to the extent of exposing the substrate beneath.

Horizontal surfaces and those subject to foot or vehicle traffic are exempt from this requirement.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Paint, stain or clear finishes not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Weathering of painted, stained, or clear-coated exterior surfaces is normal.

Excessive moisture in the substrate can contribute to premature finish deterioration.

Some light stains may show shading as a result of wood absorption rates.

Paint or stains, especially in exposed locations, may require frequent, review, upkeep, and repainting or staining as a part of Owner Maintenance to maintain the original appearance.

Using full pressure in a single-stream or pressure-altering device, such as a pressure washer can remove paint, damage exterior surfaces, and cause unintended water penetration into the home.

Notes:_____

7.21 Exterior painted surface finish is inconsistent

Acceptable Performance Condition:

Every exposed exterior surface where a painted finish is specified shall be generally uniform, having consistent colour, appearance, and cover, when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exterior painted surface not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Natural lighting conditions throughout the day will change the appearance of a painted surface.

Brush marks are acceptable in cut-in areas and on trim. Brush marks may vary in appearance with paint type and gloss.

Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable.

Paint or stains, especially in exposed locations, may require frequent, review, upkeep, and repainting or staining as a part of Owner Maintenance to maintain the original appearance.

High pressure washers can remove paint, damage exterior surfaces, and cause unintended water penetration into the New Home.

Using full pressure in a single-stream or pressure-altering device, such as a pressure washer can remove paint, damage exterior surfaces, and cause unintended water penetration into the New Home.

Notes:_____

_____

_____

7.22 Exterior paint or stain has faded

Acceptable Performance Condition:

Exterior paints or stains may fade with time and exposure to sunlight. Areas of intense, direct sunlight exposure will tend to fade faster than other more shaded areas.

Exterior paints shall retain colour fastness in keeping with the manufacturer's performance specifications and shall not fade or discolour in an uneven or random manner on a similar elevation and exposure when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exterior paint or stain not meeting the acceptable condition shall be rectified.

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

Remarks:

All colour fades over time with exposure to sunlight. Areas of intense, direct sunlight exposure will tend to fade faster than other, more shaded areas. The degree of colour fade is greatly influenced by the intensity of the paint colour selected; darker colours are more likely to fade. Dark colours absorb heat more readily than lighter shades and the fade rate is accelerated.

Trees or other buildings may shade portions of the wall from uniform sunlight and cause non-uniform fading; this is acceptable.

Notes:_____

_____

_____

7.23 Paint is splattered on exterior surfaces

Acceptable Performance Condition:

Exterior surfaces shall not have paint drips, splatters, spills, or overspray which detract from the finished appearance and are readily visible when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exterior surfaces not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:

7.24 Mold, mildew, or residue is visible on exterior surfaces

Acceptable Performance Condition:

Mold, mildew, and residue are common in the natural environment and can often form on exterior surfaces if conditions allow. This is not a Defect.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Accumulation of dust and dirt on the siding is common in the natural environment. Mold, mildew, and residue can usually be removed from exterior surfaces during Owner Maintenance.

Notes:

8 Finishes / Interior

8.1 Interior paint surface finish is inconsistent

Acceptable Performance Condition:

Every exposed interior surface where a painted finish is specified shall be generally uniform, having consistent colour, appearance, and cover, when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Painted surfaces not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Wall and ceiling surfaces of gypsum wallboard consist of paper and joint compound. These materials accept paint finishes differently. Slight variation in texture of the final finish is normal.

The level of drywall finish, number of paint coats, and paint specifications will impact the paint finish appearance and are not covered by the Warranty.

Natural lighting conditions throughout the day will change the appearance of a painted surface.

Brush marks are acceptable in cut-in areas and on trim. Brush marks may vary in appearance with paint type and gloss.

Differences due to dye lot variations terminating at a corner, or adjacent surface are acceptable.

Streaking on paint finish due to condensation is not a Defect and is 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 is splattered on interior surfaces

Acceptable Performance Condition:

Interior surfaces shall not have paint drips, splatters, spills, or overspray which detract from the finished appearance and are readily visible when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Interior finished surfaces not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:_____

_____

_____

8.3 Clear interior finishes have deteriorated

Acceptable Performance Condition:

Clear interior finishes shall not deteriorate to the extent of exposing the substrate beneath.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Clear finishes not meeting the acceptable performance condition shall be rectified.

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

Remarks:

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.

Owner Maintenance includes maintaining appropriate indoor humidity levels and the use of appropriate household cleaners.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes.

Notes:_____

_____

_____

8.4 Wall covering is peeling

Acceptable Performance Condition:

Wall coverings installed by the Builder should not peel.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Wall coverings not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes maintaining appropriate indoor humidity levels. Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning. High humidity can cause wall coverings to peel.

Notes:_____

8.5 Caulking has separated from the substrate

Acceptable Performance Condition:

Where caulking has been applied, it shall not peel or detach from the substrate.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Caulking installations not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes the use of appropriate household cleaners. The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature degradation of caulk.

Notes:_____

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8.6 Mold, mildew, or residue is visible on interior surfaces

Acceptable Performance Condition:

Mold, mildew, and residue are common in the natural environment and can often form on interior surfaces if conditions allow. This is not a Defect.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Accumulation of dust and dirt on interior surfaces is common in the natural environment. Mold, mildew, and residue can usually be removed from interior surfaces during Owner Maintenance.

Notes:_____

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9 Drywall

9.1 Drywall surface is damaged or blemished

Acceptable Performance Condition:

Physical damage is not a Defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Repairs undertaken outside of Warranty coverage should be appropriate to the nature of the blemish.

Notes:

9.2 Drywall corners are uneven

Acceptable Performance Condition:

Drywall corners shall appear generally even and uniform when observed from a Normal Viewing Position and under Normal Lighting conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Drywall corners not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Each drywall 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. Some minor variations are normal and acceptable.

Minor waviness may be more apparent in corners that are not right-angled, this is acceptable.

Dark coloured or high sheen paint may result in minor variations being highlighted.

Notes:

9.3 Cracks in interior wall and ceiling surfaces

Acceptable Performance Condition:

Interior drywall shall be installed to minimize cracking of joints, corners, and corner beads.

Cracks in wall and ceiling surfaces which are visible when observed from a Normal Viewing Position under Normal Lighting conditions and:

- Are open greater than 2 mm (1/16 inch) in width.
- Extend more than 300 mm (12 inch) long and are open greater than 1 mm (1/32 inch) in width.
- Show tape separation (including blistering) greater than 2 mm (1/16 inch) from the finished surface. Or,
- Show bead separation greater than 2 mm (1/16 inch) from the finished surface.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Interior wall or ceiling surfaces not meeting the acceptable performance condition shall be rectified to a paint-ready state.

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

Remarks:

Repairs through the Warranty will be filled and sanded smooth; made ready for painting by the Owner.

Minor cracking is normally caused by settlement or normal shrinkage of dimensional lumber and is not unusual in interior wall and ceiling surfaces.

It is generally recommended that any repairs be completed towards the end of the first year to allow most of the settlement and material shrinkage to occur following exposure to full heating and cooling cycles.

Drywall finishes within garages and unfinished areas are excluded from Warranty.

Notes:_____

9.4 Drywall nail or screw pops

Acceptable Performance Condition:

Interior finished drywall (excluding garages and unfinished areas), shall be free from nail or screw pops which are visible when observed from a Normal Viewing Position under Normal Lighting conditions and:

- Are readily noticeable. Or,
- Have broken the finished surface.

Five or more nail or screw pops within an area of 1 square meter (10.8 square feet) is excessive and requires filling, sanding smooth, and painting through the Warranty.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Interior wall or ceiling surfaces not meeting the acceptable performance condition shall be rectified to a paint-ready state.

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

Remarks:

Repairs through the Warranty will be filled and sanded smooth; made ready for painting by the Owner.

A small number of nail or screw pops and other minor surface imperfections are normally caused by settlement or normal shrinkage of dimensional lumber and is not unusual in interior wall and ceiling surfaces.

It is generally recommended repairs be completed towards the end of the first year to allow most of the settlement and material shrinkage to occur following exposure to full heating and cooling cycles.

Drywall finishes within garages and unfinished areas are excluded from Warranty.

Notes:_____

_____

_____

9.5 Ceiling / wall joint separation commonly referred to as "truss uplift"

Acceptable Performance Condition:

The junction of inside wall finishes and ceilings should be constructed to minimize wall/ceiling separation.

Cracks at the junction of interior wall and ceilings resulting from "truss uplift" which are visible when observed from a Normal Viewing Position under Normal Lighting conditions and:

- Remain open greater than 3 mm (1/8 inch) in width.
- Extend more than 300 mm (12") long and remaining open greater than 2 mm (1/16 inch) in width.
- Show tape separation (including blistering) greater than 3 mm (1/8 inch) from the finished surface. Or,
- Show bead separation greater than 3 mm (1/8 inch) from the finished surface.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Wall to ceiling joints not meeting the acceptable performance condition shall be rectified.

Using a repair method that conceals the problem (i.e. using a molding attached to the ceiling only to act as a slip joint) is acceptable if agreeable to all parties.

Remarks:

"Truss uplift" is a term often applied to a condition where the bottom chord of wood roof trusses bow or arch upward causing the ceiling drywall that is fastened to it to become separated from the wall finish. Differences in the temperature and moisture content between the top and bottom members of trusses can cause seasonal movement of the bottom chord. This condition cannot always be prevented but can be controlled by good design, good attic venting and by "floating" the ceiling drywall near partitions.

It is generally recommended repairs be completed towards the end of the first year to allow most of the settlement and material shrinkage to occur following exposure to full heating and cooling cycles. This timing should further allow the trust to return to its original position.

Notes:_____

9.6 Texture of painted drywall varies

Acceptable Performance Condition:

Wall and ceiling surfaces of gypsum wallboard consist of paper and joint compound, these materials accept paint finishes differently. Some variations in texture of the final finish may result and this is normal.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Surface texture will vary dependent on the level of finish. Specifying the level of drywall finish is a contractual matter between the Builder and Owner.

Spot and linear texture differences in painted surfaces are often a result of variation in the drywall substrate rather than the paint. The preparation of the drywall surface before applying finish paint establishes the level of finish.

Consideration should be given to the following factors when selecting the appropriate finished surface quality of the drywall:
• Function of the space.
• Cost of the finish in terms of value.
• Type of final surface decoration applied (paint, textures, wall coverings, mirrors, etc.).
• Type of lighting, lighting intensity and angle of lighting".

Notes:

9.7 Ceiling is uneven

Acceptable Performance Condition:

Within a room or defined area, ceilings shall appear generally consistent and uniform when observed from a Normal Viewing Position under Normal Lighting conditions.

Where an isolated sag, bulge or area of waviness is readily visible and not indicative of a structural issue, the variation from the specified plane shall not exceed 12 mm (1/2 inch) over a 1.2 metre (4 feet) area.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Ceilings not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Even when installed in accordance with Building Code, it is not unusual to see undulation in dry walled ceilings due to joint finishing. This occurrence can be exaggerated by certain lighting conditions and glossy finishes. Spray-applied textures and matte finishes tend to minimize this condition.

Ceiling drywall installations may employ a “free floating ceiling to wall detail” that may appear as unevenness along the wall to ceiling joint. This is a design solution to the issue of truss uplift and is acceptable.

Some undulations may also be caused by truss uplift or applying ceiling drywall over major structural components.

Notes:_____

9.8 Ceiling finish exhibits variation in texture or pattern

Acceptable Performance Condition:

In a room or area, where ceiling finish (i.e. texture / stipple) has been applied in an identifiable pattern, the finish shall appear generally consistent and uniform when observed from a Normal Viewing Position under Normal Lighting conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Ceiling texture or pattern not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Ceiling texture is a site-applied finish. Variation is inherent to the process and minor variation in texture is normal and is acceptable.

Notes:

9.9 Finished surface is rough

Acceptable Performance Condition:

Finished surfaces that are intended to be smooth and are touched during normal use shall be uniformly smooth, unless otherwise designed.

Non-textured surfaces that are not touched during normal use shall appear smooth when observed from a Normal Viewing Position under Normal Lighting conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Surfaces not meeting the acceptable performance condition are to be rectified.

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

Remarks:

The open grain in some wood surfaces tends to appear rough yet feels smooth, this is a natural property of wood and is acceptable.

Notes:

9.10 Water from melting frost in unheated attic space appears on interior surfaces

Acceptable Performance Condition:

The air/vapour barrier between an unheated attic space and the interior of the home shall be sealed in accordance with Building Code. Water from melting frost in unheated attic spaces shall not appear on interior surfaces of the home as a result of a failure in the ceiling air/vapour barrier.

Warranty Coverage:

Materials and Labour Warranty
Building Envelop Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Ceiling air/vapour barriers not meeting the acceptable performance condition are to be rectified. Where repairs are required, colour, finish, or texture may not have an exact match and is acceptable.

Remarks:

Humidity is the amount of water vapour in the air. The relative humidity (RH), which is expressed as a percentage, is the amount of water vapour the air contains compared to the maximum possible at that temperature and pressure.

Condensation is a natural occurrence when air, laden with sufficient humidity, meets a surface that is sufficiently cold. During periods of extended cold weather condensation may occur on the underside of roof trusses and sheathing. The degree of condensation 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.

Although moisture reaching the attic can be minimized 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.

Owner Maintenance includes controlling indoor humidity, (safe) review of the attic space for signs of moisture, ensuring vents are free of obstruction, and balancing the heating system.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

Repeated opening of the attic access or leaving the access unsealed can cause increased humidity levels within the attic space, which can contribute to this condition.

Notes:_____

10 Flooring

10.1 Transition between different types of flooring is not flush

Acceptable Performance Condition:

Changes in height where different flooring materials abut are normal if caused by different material thickness and or installation methods and should be suitably eased (i.e. not create a trip-hazard).

Standard practice is to install a transition strip of material such as wood, metal or marble to ease the change in height; however, this concern shall be addressed between Builder and Owner and is not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

A repair should be appropriate to the nature of the concern.

Notes:

10.2 Floor is not level

Acceptable Performance Condition:

Within a room, floors shall appear level when viewed from a Normal Viewing Position. Where out of level, floor sloping shall not exceed 25 mm in 3 m (1 inch in 10 ft), measured between opposite walls or the defined limits of the room, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Floors in rooms sloped greater than the acceptable performance conditions shall be rectified.

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

Remarks:

Tele-post adjustments may be required periodically within the first few years of occupancy or during seasonal changes and changes due to climatic conditions. Soil expansion or contraction below the basement floor slab or column pads is not a Defect. When adjustments to the tele-posts are necessary, it is the Owner's responsibility to make the required adjustments.

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 is not a Defect.

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

Consideration shall be given to the type of flooring installed.

Notes:_____

10.3 Floor is uneven

Acceptable Performance Condition:

The floor surface within a room shall not have undulations in excess of +/-6 mm (1/4 inch) over a 0.8m (32 inch) span, in any direction.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Floors in rooms that deviate greater than the acceptable performance conditions shall be rectified.

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

Remarks:

Consideration shall be given to the type of flooring installed.

The visibility of undulations is dependent on several factors including texture, pattern, colour, type of material, and lighting.

Strong sunlight entering from a low angle will generate shadows and will exaggerate any irregularity in the floor.

Notes:_____

_____

_____

10.4 Floor squeaks

Acceptable Performance Condition:

Floors should be free from squeaks caused by movement in the floor system which are repetitive and readily audible under normal loading conditions.

Some noise is inherent to certain floor coverings. A completely sound-free floor may not be attainable.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Floors which exhibit squeaks exceeding the acceptable performance condition shall be rectified.

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

Remarks:

Jumping up-and-down or adding overloaded direct force on the floor to cause squeaking is not normal loading conditions.

Squeaks resulting from normal shrinkage of materials caused by drying after construction may be excluded from the Warranty.

The Owner must maintain indoor humidity levels to prevent excessive drying of materials. Extended low-humidity indoor environments can cause excessive shrinkage in the wood resulting in loose floor connections resulting in squeaks.

Notes:_____

11. Flooring - Resilient

11.1 Resilient flooring seams are not tight

Acceptable Performance Condition:

Resilient sheet flooring shall be installed without gaps at the seams which would detract from the finished appearance, when observed from a Normal Viewing Position and under Normal Lighting conditions.

Where seams exist, the gap shall not remain open in excess of 1 mm (about 1/32 inch) at its widest point, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Gaps not meeting the acceptable performance condition shall be rectified.

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

Remarks:

The visibility of gaps is dependent on several factors including texture, pattern, colour, type of resilient material, and lighting. Strong sunlight entering from a low angle will generate shadows and exaggerate any irregularity in the floors and is not Normal Lighting.

Seam sealer recommended by the flooring manufacturer is used to fill gaps between seams of sheet flooring. Seam sealer involves the application of an adhesive between abutting surfaces so a gap between seam edges is assumed as part of that process. Visible seam sealer is not a Defect.

Notes:_____

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11.2 Resilient flooring is loose

Acceptable Performance Condition:

Resilient sheet flooring shall be securely bonded and not become detached from the substrate, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Resilient flooring not meeting the acceptable performance condition shall be rectified.

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

Exposure to excessive moisture, chemicals, or heat can adversely affect the glue and seam sealer on resilient flooring. Seam sealer recommended by the flooring manufacturer is used to fill gaps between seams of sheet flooring.

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes.

Notes:_____

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11.3 Patterns on resilient flooring are not aligned

Acceptable Performance Condition:

Resilient flooring manufactured with the intention of producing an identifiable pattern shall appear generally consistent and uniform at seams and adjacent walls when observed from a Normal Viewing Position under Normal Lighting conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Resilient flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Manufacturer's tolerances for alignment may vary with patterns, textures, and colour of material.

Complex patterns are inherently more difficult to match, this complexity should be considered when choosing a floor pattern.

Notes:_____

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11.4 Surface deformities on resilient flooring

Acceptable Performance Condition:

Resilient flooring shall be generally uniform and free of readily apparent surface deformities, including protrusions (bumps, fasteners, telegraphing, bubbling), depressions, or ridges when observed from a Normal Viewing Position and under Normal Lighting conditions, unless otherwise designed.

Where visible deformities exist, the variation from the specified plane shall not exceed 3 mm (1/8 inch) from the finished surface.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Resilient flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

The visibility of ridges is dependent on several factors including texture, pattern, colour, type of resilient material, and lighting. Strong sunlight entering from a low angle will generate shadows and will exaggerate any irregularity in the floor.

Raised nail heads or irregularities caused by other fasteners (i.e. staples or glues) are typically the result of movements of the floor joist caused by natural shrinkage and deflection. Floor framing and installation of underlay should be carried out in a manner that minimizes the occurrence of nail pops and takes into consideration the type of resilient flooring to be installed.

Notes:_____

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11.5 Resilient flooring has discoloured

Acceptable Performance Condition:

Resilient flooring shall not exhibit inks, stains, pigments, or other colorants which have bled through from the substrate causing discolouration of the finished flooring when observed from a Normal Viewing Position and under Normal Lighting conditions.

Resilient flooring shall retain colour fastness in keeping with the manufacturer's performance specifications and shall not show dye lot variation, fade, or discolouration in an uneven or random manner within a similar elevation and exposure when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Resilient flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Differences in gloss, texture, or dye lot variation in non-contiguous (non-adjoining) areas is not a Defect.

Owner Maintenance includes the use of appropriate household cleaners. The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature degradation.

Application of incompatible agents such as carpets (rugs), oven cleaners, hairsprays, and foods such as mustards or vegetable dyes can result in permanent staining, which is not a Defect.

All colour fades over time with exposure to sunlight. Areas of intense, direct sunlight exposure will tend to fade faster than other, more shaded areas. The degree of colour fade is greatly influenced by the intensity of the colour selected; darker colours are more likely to fade. Dark colours absorb heat more readily than lighter shades and the fade rate is accelerated.

Notes:_____

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12 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 all perform differently from one another.

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 very low impact resistance.

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, ideally, be measured during warmer months.

Owners 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.

The Owner’s or Builder’s selection of species, colour, board width, sheen, and layout pattern are factors of considerable importance. 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.

Each hardwood floor is a unique assembly of natural woods. Naturally occurring changes in hardwood flooring is inherent to the character of the floor. That character is often why hardwood is selected over other manufactured options such as laminates. When Owners 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 a 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 seemingly innocuous point loads.

Notes:_____

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12.1 Gaps have developed between strips of hardwood or parquet flooring

Acceptable Performance Condition:

Hardwood or parquet flooring joints shall be generally uniform and tightly fitted to provide a continuous finished surface in accordance with manufacturer recommendations. Gaps in seams shall not remain open to exceed 1.5 mm (1/16 inch), unless otherwise designed.

Where a beveled (eased) edge is present, the gap width shall be determined by measuring from actual board edge to actual board edge using an appropriate measuring device.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Gaps not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Hardwood and parquet flooring are natural wood products and therefore are highly susceptible to changes in indoor humidity, which may cause dimensional changes in the flooring material.

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes. It is generally recommended to not wet mop or steam clean hardwood floors.

A repair should be appropriate to the nature of the issue. The use of an appropriate filler is an acceptable repair methodology.

Notes:_____

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12.2 Strip hardwood flooring is cupped (high edges) or crowned (high centre)

Acceptable Performance Condition:

Cupping describes a condition where the outer edges of strip floorboards are bowed upward.

Crowning describes a condition where the middle portion of strip floorboards are bowed upward.

Strip hardwood flooring shall be generally uniform and provide a continuous finished surface in accordance with manufacturer recommendations. Cupping or crowning shall not remain in excess of 1.5 mm (1/16 inch) in height from the intended finished surface, as measured perpendicular to the grain, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Hardwood flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Cupping and crowning are attributed to virtually any measure of bulk water made available to any unfinished side of the board.

If the condition is acute and the proper humidity levels are re-established and maintained, the flooring may return to its original condition without further remediation.

Hardwood and parquet flooring are natural wood products and therefore are highly susceptible to changes in indoor humidity, which may cause dimensional changes in the flooring material.

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes. It is generally recommended to not wet mop or steam clean hardwood floors.

Notes:_____

12.3 Hardwood flooring buckles and detaches from substrate

Acceptable Performance Condition:

Hardwood flooring shall be fastened to the substrate in accordance with manufacturer's requirements, to accommodate normal expansion and contraction, and shall not buckle to separate from the substrate (subfloor) below, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Hardwood flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Hardwood and parquet flooring are natural wood products and therefore are highly susceptible to changes in indoor humidity, which may cause dimensional changes in the flooring material.

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes. It is generally recommended to not wet mop or steam clean hardwood floors.

Notes:_____

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_____

12.4 The surface of one strip of hardwood flooring is higher than another

Acceptable Performance Condition:

Strip hardwood flooring shall be generally uniform and provide a continuous finished surface in accordance with manufacturer recommendations. Adjacent hardwood floorboards shall have no difference in elevation exceeding 1.5 mm (1/16 inch), unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Hardwood flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Hardwood floors incorporate an interlocking design that virtually assures that each board establishes proper elevation from the adjacent board. In some instances, the Builder may alter the tongue or grove detail to facilitate a perimeter detail.

Transition strips bridge differences in elevation and is not a Defect.

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes. It is generally recommended to not wet mop or steam clean hardwood floors.

Notes:_____

12.5 Hardwood flooring colour, sheen, or finish is not uniform

Acceptable Performance Condition:

Hardwood flooring shall be generally uniform to provide a continuous finished surface in accordance with manufacturer recommendations when observed from a Normal Viewing Position under Normal Lighting conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Hardwood flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Wood is a natural product and variation in colour and grain pattern from one piece of flooring to another is normal. The open grain in some wood surfaces tends to show a rough appearance, however, this is a natural property of wood and is acceptable. This applies to both pre-finished and site-applied finishes.

Each hardwood floor is a unique assembly of natural woods. That character is often why wood is selected over other manufactured options that are more uniform in appearance. Natural variations in hardwood flooring is inherent to its character. Within each annual growth ring of a tree there exists spring wood and summer wood, which is respectively lighter and darker. Stain intentionally accents these differences, and colour may vary considerably even within the same length of board.

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes. It is generally recommended to not wet mop or steam clean hardwood floors.

Notes:_____

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_____

12.6 Colour variation, knots and different grain patterns exist within the finished floor

Acceptable Performance Condition:

Knots and different grain patterns are acceptable within the specific grades and types of flooring.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Each hardwood floor is a unique assembly of natural woods. That character is often why real wood is selected over other manufactured options that are more uniform in appearance. Natural variations in hardwood flooring are inherent to its character. The open grain in some wood surfaces tends to show a rough appearance, although the surface is still uniform.

Notes:

12.7 Finish on hardwood flooring has blistered, peeled, or bubbled

Acceptable Performance Condition:

Site-applied or factory-applied finishes on hardwood flooring shall not blister, bubble, or peel under normal use conditions.

Isolated air bubbles not resulting in detachment of the finish are acceptable.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Hardwood flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes. It is generally recommended to not wet mop or steam clean hardwood floors.

Notes:_____

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_____

12.8 Splinters occur in hardwood flooring

Acceptable Performance Condition:

Hardwood flooring shall be generally uniform to provide a continuous finished surface in accordance with manufacturer recommendations and shall be free of splinters.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Hardwood flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes. It is generally recommended to not wet mop or steam clean hardwood floors.

Notes:_____

_____

_____

12.9 Hardwood flooring is dented

Acceptable Performance Condition:

Physical damage is not a Defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

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, “hardwoods.” 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 cause physical damage to floor surfaces.

Notes:_____

_____

_____

12.10 Hardwood floor finish has discoloured

Acceptable Performance Condition:

Hardwood flooring shall retain colour fastness in keeping with the manufacturer's performance specifications and shall not show dye lot variation, fade, or discolouration in an uneven or random manner within a similar elevation and exposure when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Hardwood floors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes. It is generally recommended to not wet mop or steam clean hardwood floors.

Notes:_____

13 Flooring - Carpet

13.1 Carpet seam is visible

Acceptable Performance Condition:

Carpet shall be installed with the backing fitted and adhered tightly to provide a generally uniform finish in accordance with manufacturer recommendations.

Visible seams shall not detract from the finished appearance when observed from a Normal Viewing Position under Normal Lighting conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Carpet seams not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Pile direction at seams shall be maintained apart from a direction change at a doorway or other reasonable transition point. Although the backing may be tightly fitted, a seam may remain visible and is acceptable.

The visibility of carpet seams will vary with the type of carpet, the lighting conditions, and direction of pile.

The location of carpet seams may vary due to predetermined manufactured widths and installation restrictions.

Seams around stair newels, balusters and risers are often readily visible; this is acceptable. Where carpets are cut or seams opened to execute floor repairs, seams in the repair area may be more visible and this acceptable.

Notes:_____

_____

_____

13.2 Carpet is loose or stretching has occurred

Acceptable Performance Condition:

Carpet shall be installed to prevent loosening at edges, separation from seams or points of attachment, and to minimize stretching or buckling under normal use conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Carpet not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes the upkeep of carpets and the use of appropriate household cleaners and cleaning devices.

Inappropriate cleaning techniques can damage carpeting materials.

A lifted carpet along the room perimeter usually indicates that a tack strip is no longer holding the carpet backing adequately. The condition can usually be corrected by reattaching the tack strip and re- stretching the carpet.

A ripple in the middle of the carpeted surface is typically the result of dragging or rolling objects over the carpet.

Notes:_____

_____

_____

13.3 Spots or fading of carpet

Acceptable Performance Condition:

Carpets will fade over time with exposure to normal use conditions; this is acceptable.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Owner maintenance includes the upkeep of carpets and the use of appropriate household cleaners and cleaning devices.

Inappropriate cleaning techniques can damage carpeting materials.

Carpet manufacturers caution Owners on exposing carpet to direct sunlight for extended periods of time. Carpet fading can be greatly reduced by closing blinds and curtains. Furniture placement can affect the colour of carpet over time.

Notes:_____

_____

_____

13.4 Carpet is not uniform in colour, texture, or pattern

Acceptable Performance Condition:

Within a room or defined area, carpet shall retain general uniformity in colour, texture, and patterns in keeping with the manufacturer's performance specifications. Variations in colour, texture, or pattern shall not detract from the finished appearance, under normal use conditions, when observed from a Normal Viewing Position and under Normal Lighting conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Carpet not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Pile direction shall be maintained apart from a direction change at a doorway or other reasonable transition point. Distinctions in colour often appear when the carpet pile is misaligned or if a section of the carpet is combed in a different direction or the fibers have been compressed.

Minor variation between dye lots from one defined area to another is acceptable.

Owner Maintenance includes the upkeep of carpets and the use of appropriate household cleaners and cleaning devices.

Inappropriate cleaning techniques can damage carpeting materials.

Carpet manufacturers caution Owners on exposing carpet to direct sunlight for extended periods of time. Carpet fading can be greatly reduced by closing blinds and curtains. Furniture placement can affect the colour of carpet over time.

Notes:_____

_____

_____

13.5 Carpet has dark stains around perimeter of rooms and/or at heating registers

Acceptable Performance Condition:

Dark stains on carpet around room perimeters stairs and at heating registers, are an occupant use and house location issue.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Dark staining often results from airborne carbon material (i.e. from candles or vehicle emissions) settling out on synthetic or magnetic surfaces such as televisions screens, carpets, and magnetic seals on refrigerators. Light- coloured carpets accentuate this condition.

Owner Maintenance includes the upkeep of carpets and the use of appropriate household cleaners and cleaning devices. Further, to aide in reducing airborne carbon material, the Owner shall ensure that furnaces and fireplaces are maintained, serviced as recommended by the manufacturer, and functioning properly.

Notes:

13.6 Hollow areas in under-pad below carpet surface

Acceptable Performance Condition:

Carpet under-pad shall provide a continuous surface of support for the carpet, under normal use conditions, in common foot traffic areas.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Carpet underlay not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Large furniture can generate significant point loads and may cause local carpet depressions. The combination of excessive furniture loads and elevated room temperature can permanently damage carpet underlay subjected to point loading; this is not a Defect.

Carpet under-pad is often intentionally omitted at the base of stair newel posts (balusters) and stair nosing; this is acceptable.

Notes:_____

13.7 Carpet is exhibiting excessive fiber loss

Acceptable Performance Condition:

Carpet shall be free of manufacturing defects resulting in excessive carpet fiber loss.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Carpet not meeting the acceptable performance conditions shall be rectified.

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

Remarks:

Some carpet fiber loss, as specified by the manufacturer, can be expected and is not a Defect.

Owner Maintenance includes the upkeep of carpets and the use of appropriate household cleaners and cleaning devices.

Inappropriate cleaning techniques can damage carpeting materials.

Notes:_____

_____

_____

14 Flooring – Laminate

14.1 Laminate flooring sections are swelled

Acceptable Performance Condition:

Physical damage is not a Defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes.

Notes:

14.2 Laminate flooring is separating

Acceptable Performance Condition:

Laminate flooring joints shall be generally uniform and tightly fitted to provide a continuous finished surface in accordance with manufacturer recommendations. Gaps in seams shall not remain open to exceed 1.5 mm (1/16 inch), unless otherwise designed.

Where a beveled (eased) edge is present, the gap width shall be determined by measuring from actual board edge to actual board edge using an appropriate measuring device.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Gaps exceeding the acceptable performance condition shall be rectified.

Where repairs are required, colour, finish, or texture may not have an exact match and 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. Because laminate is an engineered wood product, it is subject to dimensional changes (shrinking and swelling) when exposed to moisture.

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes.

Interfering with the floating nature of laminate floors, such as the placement of heavy objects on the floor, can cause unwanted gaps, peaks, or squeaks; this is not a Defect.

Notes:_____

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_____

14.3 Laminate flooring strips are dented, scratched, or chipped

Acceptable Performance Condition:

Physical damage is not a Defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

"Distressed" or specifically finished laminate flooring may have features resembling dents or chips; this is not a Defect.

Notes:

14.4 There is a visible gap between the face of the baseboard or transition strip and laminate flooring

Acceptable Performance Condition:

Baseboards and transition strips between different flooring materials shall be of sufficient width to accommodate expansion and contraction of the laminate flooring. Edges of laminate boards, intended to be hidden, shall not remain exposed to view when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Baseboards and transition strips not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes.

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.

Notes:_____

_____

_____

14.5 Laminate flooring is cupped (high edges) or crowned (high centre)

Acceptable Performance Condition:

Cupping describes a condition where the outer edges of strip floorboards are bowed upward.

Crowning describes a condition where the middle portion of strip floorboards are bowed upward.

Laminate flooring shall be generally uniform and provide a continuous finished surface in accordance with manufacturer recommendations. Cupping or crowning shall not remain in excess of 1.5 mm (1/16 inch) in height from the intended finished surface, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Laminate flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes maintaining appropriate indoor humidity levels, the use of appropriate household cleaners, and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature deterioration of finishes.

Notes:_____

_____

_____

14.6 Laminate flooring buckles

Acceptable Performance Condition:

Laminate flooring shall be fastened in accordance with manufacturer's requirements, to accommodate normal expansion and contraction, and shall not buckle under normal use conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Laminate flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Buckling is typically a result of indoor humidity levels causing expansion beyond the allowed amount at flooring to wall interchanges.

Owner Maintenance includes maintaining appropriate indoor humidity levels and the upkeep of sealants as may be appropriate.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

Notes:_____

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15 Flooring – Tile (Ceramic, Porcelain, and Stone)

15.1 Tile (ceramic, porcelain, or stone) flooring is cracked or loose

Acceptable Performance Condition:

Tile (ceramic, porcelain, or stone) flooring shall not crack or come loose from the substrate under normal use conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Tile (ceramic, porcelain, or stone) flooring not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Cracking due to impact is not covered by the Warranty.

Owner Maintenance includes the use of appropriate household cleaners, reviewing the integrity of grout joints, and upkeep of sealants, grout, or caulk as may be appropriate.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature degradation of sealants, grout, or caulk.

Notes:_____

_____

_____

15.2 A grout joint between wall or floor tiles is cracked, separated, or is missing

Acceptable Performance Condition:

Grout between tiles should not exhibit cracks, separations, or missing pieces that are readily visible when observed from a Normal Viewing Position and under Normal Lighting conditions.

Cracks, separations, or missing pieces in grout joints greater than 1.5 mm (1/16 inch) are excessive and are not acceptable, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Grout not meeting the acceptable performance condition shall be rectified.

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

Remarks:

As grout dries it loses water, this can result in the grout shrinking causing it to pull away from the edge of the tile and may exhibit a hairline crack. Minor (hairline) cracks resulting from normal shrinkage caused by drying after construction, or thermal expansion (stud bowing) and contraction are acceptable.

Cracking due to impact is not covered by the Warranty.

Owner Maintenance includes the use of appropriate household cleaners, reviewing the integrity of grout joints, and upkeep of sealants, grout, or caulk as may be appropriate.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature degradation of sealants, grout, or caulk.

Notes:_____

_____

_____

15.3 Grout lines between wall or floor tiles are not uniform in width

Acceptable Performance Condition:

Grout line widths shall be generally consistent and uniform and shall not detract from the appearance of the overall tiled surface when observed from a Normal Viewing Position and under Normal Lighting conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Grout line widths not meeting acceptable performance conditions shall be rectified.

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

Remarks:

Consideration shall be given to the type and placement of tiles.

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 appealing cosmetic finish; this is acceptable.

Notes:

15.4 Grout for wall or floor tile 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 when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Grout joints not meeting acceptable performance conditions shall be rectified.

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

Remarks:

Owner Maintenance includes the use of appropriate household cleaners, reviewing the integrity of grout joints, and upkeep of sealants, grout, or caulk as may be appropriate.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature degradation of sealants, grout, or caulk.

Sealing grout and maintaining that seal can greatly reduce grout discolouration. Sealing grout is a Owner responsibility.

Notes:_____

15.5 Adjacent stone, marble, or ceramic tile surfaces are installed at different elevations

Acceptable Performance Condition:

Adjacent stone, marble or ceramic tiles shall be installed generally flush, considering the texture, and intended aesthetic application of the finished surface.

Variances exceeding 3 mm (1/8 inch) vertically between adjacent tiles are excessive and are not acceptable, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Tile installations not meeting the acceptable performance condition shall be rectified.

Where repairs are required, colour, finish, or texture may not have an exact match and 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:_____

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_____

15.6 The surface of a tile is chipped, gouged or scratched

Acceptable Performance Condition:

Physical damage is not a Defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Repairs undertaken outside of Warranty coverage should be appropriate to the nature of the concern and may include the use of filler material as an accepted methodology.

Notes:

15.7 Variation in tile colour

Acceptable Performance Condition:

Colour variation is acceptable.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Products deriving from nature are not subject to the rules of consistency that apply to manufactured materials. Natural tiles are subject to variations in tonal qualities, veining, and shading.

Notes:

15.8 Ceramic tile or natural stone surfaces show distinctive "groupings"

Acceptable Performance Condition:

Ceramic tiles manufactured with the intention of producing a visually consistent surface shall be re-mixed and orientated during installation in accordance with contractual agreement between Builder and Owner.

Natural materials, such as shale, marble and granite cannot reasonably be positioned throughout the installation to provide a surface uniform in colour and character. Such variations are natural and acceptable.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Quarried stone tiles have veins, depth and colour that may vary tremendously, and such character markings are acceptable.

Notes:

16 Roofing

16.1 Roof ridge has sagged

Acceptable Performance Condition:

Roof systems shall be constructed to ensure the ridge does not sag under normal design conditions in accordance with Building Code.

Warranty Coverage:

Materials and Labour Warranty

Structural Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Roofs not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Even when installed according to the Building Code, it is not unusual to see some deflection related to normal loading and bowing caused by drying of wood framing materials; this is acceptable.

Owner Maintenance includes monitoring and (safe) removal of heavy build ups of ice and snow. Heavy loads of ice and snow can damage a roof.

Care must always be used when walking on a roof so as not to cause unintended damages.

Notes:_____

_____

_____

16.2 Roof trusses or rafters have bowed or sagged

Acceptable Performance Condition:

Roof trusses and rafters shall be sized and installed in accordance with Building Code.

Warranty Coverage:

Materials and Labour Warranty

Structural Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Roof trusses and rafters not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Even when installed according to the Building Code, it is not unusual to see some deflection related to normal loading and bowing caused by drying of wood framing materials; this is acceptable.

Owner Maintenance includes monitoring and (safe) removal of heavy build ups of ice and snow.

Heavy loads of ice and snow can damage a roof.

Care must always be used when walking on a roof so as not to cause unintended damages.

Notes:_____

16.3 Roof shingles have blown off

Acceptable Performance Condition:

The primary role of roofing is to protect the building from the weather.

Roof shingles shall be installed in accordance with Building Code and must resist design wind force or gusts.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Roof shingles not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Different shingle types and materials have varying abilities to resist severe weather, such as wind gusts. The forces of weather can exceed the design limitations of the shingles, causing detachment; this is not a Defect.

Notes:_____

_____

_____

16.4 Asphalt shingle edges are curled or cupped

Acceptable Performance Condition:

Asphalt shingles shall not curl or cup to the extent of exposing the lower, un-coloured portion of the shingle.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Asphalt roof shingles not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Asphalt shingle edges and corners need not be completely flat to fulfill their water shed function.

Owner Maintenance includes monitoring and ensuring attic vents are not blocked.

Adequate attic ventilation is necessary to prevent excessive solar heat build-up within the attic that can contribute to curling and cupping.

Care must always be used when walking on a roof so as not to cause unintended damages.

Notes:_____

_____

_____

16.5 Shingle pattern is irregular

Acceptable Performance Condition:

Roof shingles shall be installed to provide a generally uniform pattern, so as not to detract from the finished appearance, when observed from a ground-level Normal Viewing Position and under Normal Lighting conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Roof shingles not meeting the acceptable performance condition shall be rectified.

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

Remarks:

When considering the shingle pattern consideration shall be given to shingle exposure, vertical overlap, and nail/fastener protection.

Notes:_____

_____

_____

16.6 Asphalt shingles are not sealed

Acceptable Performance Condition:

The primary role of roofing is to protect the building from the weather.

Asphalt roof shingles shall be installed in accordance with Building Code.

Self-sealing asphalt shingles installed during cold temperatures should seal when warmer temperatures return. In the short term, unsealed shingles should not affect the weather protection provided by the roof.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Asphalt roof shingles not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:_____

16.7 Asphalt shingles do not have proper overhang at eave or gable

Acceptable Performance Condition:

The primary role of roofing is to protect the building from the weather.

Asphalt shingles and starter strip shall be installed in accordance with Building Code and overhang the roof edge sufficiently to properly direct bulk rainwater into the eavestroughs and away from the fascia along roof gables. Generally, this overhang should be not less than 12mm (1/2 inch).

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Asphalt shingles not meeting the acceptable performance condition shall be rectified.

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

Remarks:

The required overhang shall include the entire perimeter of the roof surface, including gables and eaves.

Notes:_____

_____

_____

16.8 Roof surface appears wavy

Acceptable Performance Condition:

Roof shingles shall be installed in accordance with Building Code and provide a generally uniform surface, free of excessive thickness variations, holes, and debris producing visible irregularities which detract from the finished appearance, when observed from a ground-level Normal Viewing Position and under Normal Lighting conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Roofing surfaces not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Variations in the sheathing surface should not be uneven to the point where they adversely affect the performance or the service life of the shingles.

Some asphalt shingles are coloured to provide the appearance of thickness variation from shingle to shingle; this is not a Defect.

Frost patterns on a roof can give the appearance of waviness without the condition existing (i.e. frost outline on sheathing joints and over roof framing members); this is not a Defect.

Owner Maintenance includes monitoring and (safe) removal of heavy build ups of ice and snow.

Heavy loads of ice and snow can damage a roof.

Care must always be used when walking on a roof so as not to cause unintended damages.

Notes:_____

_____

_____

16.9 Fasteners (ex. nails, staples, etc.) are exposed

Acceptable Performance Condition:

The primary role of roofing is to protect the building from the weather.

Roofing materials shall be installed in accordance with Building Code.

Roofing fasteners shall be installed generally flush and be covered by overlapping shingles, or an appropriate sealant where overlap cannot be achieved, to ensure adequate weather protection.

Warranty Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Fastener installations not meeting the acceptable performance condition shall be rectified.

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

Remarks:

The overlying shingle must cover the fasteners to ensure adequate weather protection. Sealant applied to roofing fasteners is acceptable.

Sealant applied to nails shall not detract from the overall, uniform appearance of the roof when observed from a ground-level Normal Viewing Position and under Normal Lighting conditions, unless otherwise designed.

Notes:_____

16.10 Roll membrane roofing is blistered

Acceptable Performance Condition:

The primary role of roofing is to protect the building from the weather.

Roofing materials shall be installed in accordance with Building Code.

Roll or other membrane roofing may blister due to normal environmental exposure or by design; however, this blistering shall not adversely affect the performance or the service life of the roof, shall not cause water to become trapped under the roofing or membrane, and shall not allow unintended water penetration.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Roofing not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes monitoring for tears, cuts, or other damage, inspecting joints of roll or membrane roofing, inspecting railing posts or fasteners to ensure proper seal, and the upkeep of sealants as may be appropriate.

Using full pressure in a single-stream or pressure-altering device, such as a pressure washer can force water through building assemblies and flashings not intended for high-volume or high-pressure water saturation.

Notes:_____

_____

_____

16.11 Water is ponding on a flat roof

Acceptable Performance Condition:

The primary role of roofing is to protect the building from the weather.

Roofing materials shall be installed in accordance with Building Code.

Generally, water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.

Sections of flat roof which are exposed to rain or snow fall under normal weather conditions shall:

- Not have surface depressions exceeding 6mm (1/4 inch) from the finished surface which retain standing water, unless otherwise designed.
- Not allow unintended water penetration.

Warranty Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Roofs not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Flat roofs, by design, will shed water at a slower rate than inclined roofs. Flat roofs are to be constructed to handle exposure to standing water over the short term.

Some retained water at drain edges, seams, transitions, or flashing is not uncommon; this is acceptable.

Owner Maintenance includes keeping scuppers and drains free of debris or other encumbrances to ensure bulk water can escape as intended.

Notes:_____

_____

_____

16.12 Roof and/or flashing leaks

Acceptable Performance Condition:

Roofs and their associated flashings shall be installed in accordance with Building Code and not allow unintended water penetration under normal weather conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Roofing or flashing not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes monitoring all penetrations through the roof (i.e. skylights, plumbing stacks, and vents), the upkeep of sealants as may be appropriate, and (safe) removal of heavy build ups of ice and snow.

Ice or snow build-up around chimneys can contribute to water penetration. Heavy loads of ice and snow can damage a roof.

Care must always be used when walking on a roof so as not to cause unintended damages.

Notes:_____

_____

_____

16.13 Eavestroughs or downspouts leak

Acceptable Performance Condition:

Eavestroughs and downspouts shall not leak at joints.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Eavestroughs and downspouts not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Rainwater or condensation dripping off the outside of eavestroughs and downspouts can be mistaken for leakage; this is not a Defect.

Owner Maintenance includes monitoring joint integrity, the upkeep of sealants as may be appropriate, and cleaning/clearing of debris or other encumbrances from eavestroughs and downspouts to ensure bulk water can escape as intended.

Ensure downspout extensions are properly positioned (generally in the down position) to direct water away from the home and reduce debris buildup.

Notes:_____

_____

_____

16.14 Eavestroughs overflow during rainfall

Acceptable Performance Condition:

Eavestroughs shall be installed level or with a slope towards downspouts or drains sufficient to drain effectively and not overflow, under normal weather conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Eavestroughs not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Eavestroughs may overflow due to abnormally heavy rains or debris blockage; this is not a Defect.

Even when installed appropriately, some standing water may remain in the eavestrough; this is acceptable.

Rainwater or condensation dripping off the outside of eavestroughs and downspouts can be mistaken for leakage; this is not a Defect.

Owner Maintenance includes monitoring joint integrity, the upkeep of sealants as may be appropriate, and cleaning/clearing of debris or other encumbrances from eavestroughs and downspouts to ensure bulk water can escape as intended.

Ensure downspout extensions are properly positioned (generally in the down position) to direct water away from the home and reduce debris buildup.

Notes:_____

_____

_____

16.15 Eavestroughs have not been installed

Acceptable Performance Condition:

Eavestroughs are not required by Building Code. This is not a Defect.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Notes:

16.16 Ice damming is occurring on the roof

Acceptable Performance Condition:

Ice and icicles are a natural occurrence on roofs. Ice dams and icicles may occur when the roof surface is warm enough to melt the snow, but the air temperature is cold enough to re-freeze the melt waters. 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.

This condition shall not be caused or exacerbated by non-compliance with Building Code.

Warranty Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty (where coverage conditions have been met)

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Non-compliance with Building Code causing ice damming shall be rectified.

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

Remarks:

Owner Maintenance includes monitoring and (safe) removal of heavy build ups of ice and snow.

Heavy loads of ice and snow can damage a roof.

Roof vents should be kept free of obstructions (including snow) year-round. Inadequate attic ventilation can lead to heat and moisture problems, and ice damming.

Care must always be used when walking on a roof so as not to cause unintended damages.

Notes:_____

16.17 Safety hooks have been left on the roof

Acceptable Performance Condition:

Retention of safety hooks is recommended and should be left in place for future use. This is not a Defect.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Notes:

16.18 Wind-driven snow or rain entering through attic vents or louvers

Acceptable Performance Condition:

Attic vents and louvers shall be installed in accordance with Building Code and not allow for the entry of rain or snow under normal weather conditions.

Warranty Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Attic vents or louvers not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Under unusually high wind conditions even properly installed roof vents may be subject to driven moisture and/or allow the passage of some moisture into an attic space.

Imbalanced attic ventilation may cause a draw effect, which pulls moisture (particularly light snow) into the attic space.

In most situations roof ventilation will exhaust incidental moisture accumulations to the outside.

Roof vents should be kept free of obstructions (including snow) year-round. Inadequate attic ventilation can lead to heat and moisture problems, and ice damming.

Notes:_____

16.19 Inadequate attic ventilation.

Acceptable Performance Condition:

Attics shall be ventilated in accordance with Building Code.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Attic ventilation not meeting the acceptable performance condition must be rectified.

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

Remarks:

Owner Maintenance includes monitoring the attic space for signs of moisture/condensate, monitoring penetrations through the roof (i.e. skylights, plumbing stacks, and vents), the upkeep of sealants as may be appropriate, and (safe) removal of heavy build ups of ice and snow.

Ice or snow build-up around chimneys can contribute to water penetration. Heavy loads of ice and snow can damage a roof.

Roof vents should be kept free of obstructions (including snow) year-round. Inadequate attic ventilation can lead to heat and moisture problems, and ice damming.

Care must always be used when walking on a roof so as not to cause unintended damages.

Notes:_____

16.20 Skylight leaks

Acceptable Performance Condition:

Skylights shall be installed in accordance Building Code and shall not allow unintended water penetration.

Warranty Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Skylights not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes monitoring the attic space for signs of moisture/condensate, monitoring penetrations through the roof (i.e. skylights, plumbing stacks, and vents), the upkeep of sealants as may be appropriate, and (safe) removal of heavy build ups of ice and snow.

Heavy loads of ice and snow can damage a roof.

Care must always be used when walking on a roof so as not to cause unintended damages.

Notes:_____

_____

_____

17 Fireplaces

17.1 Chimney serving a 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 Building Code for the installation of solid-fuel burning appliances to ensure adequate draw is achieved.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Chimneys not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owners should fully understand the operation of their fireplace, including damper positioning, before ignition of the fuel source is attempted. Proper draw at the chimney can only be achieved if the flue gasses going up the chimney are replaced with a comparable volume of air from within the room or space. Opening a window may assist in achieving adequate 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.
- A high-capacity kitchen range hood fan, clothes dryer, etc., is running.

Owner Maintenance includes monitoring and cleaning the chimney in accordance with manufacturer's recommendations.

Notes:_____

17.2 Fireplace and/or glass finish has changed in appearance

Acceptable Performance Condition:

Variations in the finish or appearance of the firebox, trim, and/or glass resulting from exposure to temperature stress, normal wear and tear, and/or oxidation (Patina) may occur and is acceptable.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Owner Maintenance includes monitoring and use of appropriate cleaners in accordance with manufacturer's recommendations.

Cleaning products not recommended by the manufacturer may adversely affect the finish of fireplaces and glass finish.

Notes:_____

17.3 Joint or crack in masonry chimney cap allows water penetration

Acceptable Performance Condition:

Chimney caps shall not allow unintended water penetration.

Warranty Coverage:

Materials and Labour Warranty

Building Envelope Defect Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Chimney caps not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:

17.4 Scratch or imperfection on exposed face of the fireplace

Acceptable Performance Condition:

Physical damage is not a Defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Repairs undertaken outside of Warranty coverage should be appropriate to the nature of the blemish.

Notes:

17.5 Firebrick has cracked or broken

Acceptable Performance Condition:

Firebrick and/or mortar joints shall be installed in accordance with Building Code and not break under normal use conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Firebrick not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Firebrick provides the primary heat protection in the firebox. Overheating can cause premature cracking. Firebrick can also be damaged by impact. These conditions are not covered by the Warranty.

Notes:_____

_____

_____

18 Plumbing:

18.1 Water supply (distribution) and/or drain lines are leaking

Acceptable Performance Condition:

Domestic water supply (distribution) and drain piping shall not leak under normal use conditions.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution System Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Water supply (distribution) and drain piping not meeting the acceptable performance condition shall be rectified.

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

Remarks:

If a leak is detected in a water supply line, to mitigate further damages, the water supply valve or an isolation valve should be turned off immediately by the Owner until the condition can be appropriately evaluated.

Owner Maintenance includes maintaining appropriate indoor humidity levels, shutting off and disconnecting attachments for exterior hose bibs to prevent freezing, and the use of appropriate household cleaners.

Condensation on distribution/drain lines should not be mistaken for a leak and is not a Defect. High indoor humidity is the main cause of condensation on distribution/drain lines.

Some cleaning products can be very corrosive.

Notes:_____

_____

_____

18.2 Plumbing fixture or faucet is leaking

Acceptable Performance Condition:

Plumbing fixtures (including but not limited to: faucets, exterior hose bibs [outdoor faucet], toilets [including at floor/wax seals], and shower heads) shall not leak or drip when fully closed or not in use.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Faucets or plumbing fixtures not meeting the acceptable performance condition shall be rectified.

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

Remarks:

If a leak is detected in a plumbing fixture or faucet which represents a risk to cause damage to other parts of the New Home or personal property, to mitigate further damages, the fixture should no longer be used by the Owner until the condition can be appropriately evaluated.

Owner Maintenance includes maintaining appropriate indoor humidity levels, cleaning aerators (screens) on faucets, shutting off and disconnecting attachments for exterior hose bibs to prevent freezing, and the use of appropriate household cleaners.

Condensation on plumbing fixtures or faucets should not be mistaken for a leak and is not a Defect. High indoor humidity is the main cause of condensation on distribution/drain lines.

Some cleaning products can be very corrosive.

Notes:_____

_____

_____

18.3 Water has penetrated behind ceramic tile on bathtub or shower enclosures

Acceptable Performance Condition:

Joints between ceramic tiles and adjacent surfaces shall be sealed, grouted, or caulked tightly to discourage water penetration beneath ceramic tiles.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Ceramic tile installations not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Grout joints between ceramic tiles and adjacent surfaces may deteriorate over time under normal use.

Owner Maintenance includes the use of appropriate household cleaners, reviewing the integrity of the bathtub or shower enclosure, and upkeep of sealants, grout, or caulk as may be appropriate.

The use of inappropriate household cleaners, abrasives, soaps, and wood conditioners may contribute to discolouration and premature degradation of sealants, grout, or caulk.

Notes: _____

18.4 Bathtub, shower, and/or shower enclosure doors leak

Acceptable Performance Condition:

Bathtub, shower, and/or shower enclosure doors shall not leak.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Bathtub, shower, and/or shower enclosure doors not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Bathtubs, showers and/or shower enclosure doors are plumbing fixtures; not a component of the Delivery and Distribution Systems.

Owner Maintenance includes the use of appropriate household cleaners, reviewing the integrity of the bathtub or shower enclosure, and upkeep of sealants, grout, or caulk as may be appropriate.

The use of inappropriate household cleaners, abrasives, and soaps may contribute to discolouration and premature degradation of sealants, grout, or caulk.

If a leak is detected in a plumbing fixture or faucet which represents a risk to cause damage to other parts of the New Home or personal property, to mitigate further damages, the fixture should no longer be used by the Owner until the condition can be appropriately evaluated.

Notes:_____

18.5 Bathtub or shower base flexes and/or creaks

Acceptable Performance Condition:

Lightweight bathtubs and showers (fiberglass and acrylic) may flex and creak but shall not crack under designed load conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Bathtubs or showers not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Bathtubs and/or showers are plumbing fixtures; not a component of the Delivery and Distribution Systems.

Owner Maintenance includes the use of appropriate household cleaners, reviewing the integrity of the bathtub or shower enclosure, and upkeep of sealants, grout, or caulk as may be appropriate.

The use of inappropriate household cleaners, abrasives, and soaps may contribute to discolouration and premature degradation of sealants, grout, or caulk.

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; these sounds not generally represent a manufacturing or installation defect.

Notes:_____

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_____

18.6 Water supply is inadequate

Acceptable Performance Condition:

Water pressure delivered throughout the home from the municipality should be generally uniform. Pressure variances can be expected if one or more taps are drawn from at the same time.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Variations in water pressure in municipal services can occur during peak periods of demand; this is acceptable.

Water flow restrictors serve to conserve water and should not be misconstrued as a defect. The design of some fixtures may inherently restrict water flow.

Reduced water supply may result from curb stop, pressure reducing valve or main valve adjustments.

Notes:

18.7 Supply (distribution) lines or drainpipes are noisy

Acceptable Performance Condition:

Domestic water supply (distribution) and drain piping shall be installed in accordance with Building Code to minimize the effects of water hammer or vibration which is repetitive, consistent and readily audible.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution System Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Domestic water supply (distribution) and drain piping not meeting the acceptable performance condition shall be rectified.

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

Remarks:

A sudden bang or thump of water supply lines (commonly referred to as water hammer) may occur when a faucet or fixture is closed abruptly; this condition, of itself, is acceptable.

“Ticking” sounds due to thermal expansion and contraction of domestic water supply (distribution) and drain piping is normal and acceptable.

The sound of water flowing through domestic water supply (distribution) and drain piping is normal and acceptable.

Notes:_____

18.8 Plumbing pipes are frozen or have burst

Acceptable Performance Condition:

Plumbing pipes shall be installed in accordance with Building Code to not freeze under normal (design) conditions.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution System Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Plumbing pipes not meeting the acceptable performance condition shall be rectified.

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

Remarks:

If a plumbing pipe is found to be frozen or burst, to mitigate further damages, the water supply valve, or an

Owner Maintenance includes maintaining appropriate indoor heating levels, shutting off and disconnecting attachments for exterior hose bibs to prevent freezing, and the upkeep of heat tape where required.

Normal conditions constitute that the inside temperatures must be kept well above freezing to avoid freezing water supply lines. In circumstances when this is not possible, precautions such as shutting off and draining the water supply system should be taken to prevent freezing.

Frost-free hose bibs will not protect water lines from freezing if exterior hoses have not been physically disconnected from the threaded connection and this is not a Defect.

Notes:_____

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18.9 Condensation appears on water supply lines and/or toilet

Acceptable Performance Condition:

Condensation on water lines and toilets may occur from time to time when indoor humidity is high.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Humidity is the amount of water vapour in the air. The relative humidity (RH), which is expressed as a percentage, is the amount of water vapour the air contains compared to the maximum possible at that temperature and pressure.

Condensation is a natural occurrence when interior air, laden with sufficient humidity, meets a surface that is sufficiently cold.

This condition can correct itself naturally when the outside air temperature increases and / or when the Owner decreases indoor relative humidity.

Owner Maintenance includes maintaining appropriate indoor humidity levels. Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

Notes:

18.10 Colour variation in sinks, tubs, toilets, or bidets (plumbing fixtures)

Acceptable Performance Condition:

Colour within a fixture shall appear generally uniform when observed from a Normal Viewing Position and under Normal Lighting conditions, unless otherwise designed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Plumbing fixtures not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Colour variation from one fixture to another is acceptable.

Owner Maintenance includes the use of appropriate household cleaners and upkeep of sealants, grout, or caulk as may be appropriate.

The use of inappropriate household cleaners, abrasives, and soaps may contribute to discolouration and premature degradation of sealants, grout, or caulk.

Notes:

18.11 Toilet takes more than one flush to empty

Acceptable Performance Condition:

Toilets shall flush properly, as dictated by their design.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Toilets not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Toilets are plumbing fixtures, not a component of the Delivery and Distribution Systems.

Newer energy efficient (low-volume or dual-flush) toilets use less water to flush than older models.
The operation of some new toilets is more sensitive to the effects of the:

- Amount of waste,
- Amount and type of paper, and
- Volume of water in the tank.

Some tank designs may require multiple flushes or for the Owner to hold down the flush lever for an extended period to ensure a proper flush of waste.

The efficiency of the toilet is affected by its profile and design. A poorly draining toilet may be indicative of a partial blockage in the drain or plumbing vent and may not be an issue with the toilet itself.

See – *Sewer or drains (sanitary drainage systems) are blocked*.

Notes:_____

_____

_____

18.12 Sewers or drains (sanitary drainage systems) are blocked

Acceptable Performance Condition:

Sanitary drainage systems shall be installed in accordance with Building Code to drain properly.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution System Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Sanitary drainage systems not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Do not discard inappropriate materials down toilets or sinks.

Sanitary drainage systems which are blocked due to vegetation (e.g., tree roots), or caused by municipal services or other utilities are not covered under Home Warranty.

If sanitary drainage systems fail and begin to back-up, to mitigate further damages, the sanitary drainage system should (where possible) no longer be used and the water supply valve, or an isolation valve, should be turned off by the Owner until the condition can be appropriately evaluated. Contact the Builder, followed by the municipality (if appropriate), to notify of the concern.

Sewage systems outside of municipalities require septic systems. Owner Maintenance procedures will likely be unique to those installations. Owners 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.

Owner Maintenance includes the upkeep of heat tape where required.

Notes:_____

_____

_____

18.13 Damage to porcelain, enamel, acrylic, solid composite or fiberglass surfaces of plumbing fixtures

Acceptable Performance Condition:

Physical damage is not a defect.

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions or alterations made by the Owner are not covered under the Warranty.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Repairs undertaken outside of Warranty coverage should be appropriate to the nature of the blemish.

Notes:

18.14 Solid surface (i.e., manufactured marble) vanity top with integrated basin or sink has cracked at the drain

Acceptable Performance Condition:

Solid surface vanity top with integrated basin or sink shall not crack.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Solid surface vanity top with integrated basin or sink not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes the use of appropriate household cleaners and upkeep of sealants, grout, or caulk as may be appropriate.

The use of inappropriate household cleaners, abrasives, and soaps may contribute to discolouration and premature degradation of sealants, grout, or caulk.

Care should be taken to prevent cracking or chipping. Sitting, walking upon, or dropping heavy objects on countertops can create excessive point loads causing cracking. Damages resulting from excessive load, impacts, or heat stresses beyond normal and typical uses for the counter are not covered under Home Warranty.

Notes:

Electrical

19.1 Outlets or switches do not work

Acceptable Performance Condition:

Electrical outlets and switches shall be installed in accordance with Canadian Electrical Code to operate as intended.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution System Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Electrical outlets and switches not meeting the acceptable performance condition shall be rectified.

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

Remarks:

When troubleshooting a localized power loss, Owners should check the breakers, the GFI's (ground fault interrupter), the appliance, or light bulb, where applicable.

Use only the specified wattage for lights. Do not exceed specifications.

Notes:_____

19.2 Electrical fixture does not work

Acceptable Performance Condition:

Electrical fixtures shall be installed in accordance with Canadian Electrical Code to operate as intended.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Electrical fixtures not meeting the acceptable performance condition shall be rectified.

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

Remarks:

When troubleshooting a localized power loss, Owners should check the breakers, the GFI's (ground fault interrupter), the appliance, or light bulb, where applicable.

Owner Maintenance includes the changing of light bulbs and battery back-ups.

Use only the specified wattage for lights. Do not exceed specifications.

Some fixtures, such as ceiling fans, have wall switches and pull switches on the fixture, and all switches must be "On" to direct electricity to the fixture.

Notes:

19.3 Circuit breaker trips repeatedly

Acceptable Performance Condition:

Electrical circuit breakers shall be installed in accordance with Canadian Electrical Code to operate as intended.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution System Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Electrical circuit breakers not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Circuit breakers protect electrical wiring from overloading.

A tripped circuit breaker does not necessarily infer an issue with the home's electrical system. Rather, the circuit breaker is performing as a failsafe device and stopping the flow of electricity until the source of the fault is corrected. Frequent tripping of circuit breakers may indicate the circuit is overloaded or be the result of faulty appliances.

Some appliances have special power requirements that may overload circuits, including motors that cause an electrical arc at start-up, which may cause arc-fault breakers to trip; this is not a Defect.

Know the location of the electrical panel and how to turn on, off, or reset circuit breakers.

Care should be taken not to overload or bypass electrical circuits. Personal injury or fire can result.

Notes:_____

_____

_____

19.4 Ground Fault Circuit Interrupter (GFCI) trips repeatedly

Acceptable Performance Condition:

GFCI breakers and receptacles shall be installed in accordance with Canadian Electrical Code to operate as intended.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution System Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Electrical circuits protected by the GFCI not meeting the acceptable performance condition shall be rectified.

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

Remarks:

GFCIs operate differently than circuit breakers. GFCIs prevent electrical shocks by sensing a change or leakage in the flow of current. A drop off in current (equivalent to about 5 milliamps) will trip a relay within a few hundredths of a second resulting in power disconnection. The GFCI can easily be reset once the leakage condition has been corrected.

GFCIs are sensitive safety devices installed to provide protection against electrical shock, especially in wet areas and can be tripped and reset easily.

One GFCI can be wired to protect several electrical outlets within the same circuit.

Owner Maintenance includes routine testing of GFCI circuits, as prescribed by the GFCI manufacturer.

Notes:_____

_____

_____

19.5 Ceiling mounted fan vibrates or is noisy

Acceptable Performance Condition:

Ceiling mounted fans shall be installed in accordance with Canadian Electrical Code and Building Code to not create excessive noise or vibration.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Ceiling fans not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Minor vibration or operating noise is normal and not a Defect. The degree of fan vibration is often influenced by the length of the down-shaft and the quality of the fixture itself.

Owner Maintenance includes regular cleaning, particularly of debris accumulation on fan blades to ensure the fan does not become unbalanced.

Notes:_____

19.6 Receptacle or switch cover plate is not flush or plumb with the wall

Acceptable Performance Condition:

Electrical receptacles and switches shall be installed generally flush and plumb with the adjacent wall surface so as not to detract from the finished appearance, when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Receptacle or switch cover plates not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:

19.7 Light fixtures are discoloured

Acceptable Performance Condition:

Interior light fixtures shall not discolour (tarnish) under normal use conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Light fixtures not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Some light fixtures may discolour (Patina) due to the normal operation, atmospheric conditions, or normal oxidation.

The use of incandescent light bulbs with a higher wattage than indicated on the fixture label may cause temperature discolouration and are not covered under Home Warranty.

High wattage light bulbs exceeding the manufacturer's recommendation are also a fire risk.

Notes:_____

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_____

20 Interior Climate Control

20.1 Air is leaking through or around windows or exterior doors

Acceptable Performance Condition:

Windows and exterior doors, when appropriately closed and locked, shall have positive contact with adjacent weather stripping to achieve the designed air leakage rating as required by Building Code.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Doors or windows not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Windows and 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 acceptable. 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 Owner.

Interior air movement along and across the interior face (convection) is normal and should not be confused with air leakage.

Minor air infiltration may occur during very windy conditions; this is acceptable.

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

Windows shall be properly rated for their geographical location.

Notes:_____

_____

_____

20.2 Draft is felt at exterior wall electrical outlet or switch

Acceptable Performance Condition:

Electrical boxes mounted on exterior walls shall be installed in accordance with Building Code to achieve the appropriate designed air leakage rating.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Electrical box installation not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Interior air movement along and across the interior face (convection) is normal and should not be confused with air leakage.

Minor air infiltration may occur during very windy conditions; this is acceptable.

Notes:

20.3 Kitchen or bath exhaust fan allows cold air infiltration (drafts)

Acceptable Performance Condition:

Kitchen and bath exhaust fans shall be installed in accordance with Building Code with appropriate back draft protection (damper) to minimize air infiltration (drafts).

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Kitchen or bath exhaust fans not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Since fans are required to be connected to the exterior by a duct, ventilation fans are indirectly open to outside air. Often these types of fans come equipped with back draft dampers. The damper is balanced to allow exhaust air to escape freely and falls back to a closed position to reduce backdrafts. By design they are not completely effective at eliminating cold air infiltration.

Owner Maintenance includes regular cleaning, particularly of debris accumulation on fan unit and exhaust vent on the exterior of the New Home.

Exhaust fans will accumulate dust and airborne debris over time debris accumulation can impair fan efficiency, obstruct the damper, and create excessive noise.

During gusty wind conditions, Owners may hear the damper fluttering as it adjusts to the fluctuating air pressure; this is normal.

Notes:_____

20.4 Moisture is dripping from exhaust fans

Acceptable Performance Condition:

Kitchen and bath exhaust fans shall be installed in accordance with Building Code with appropriate protections to minimize the potential for moisture dripping from exhaust fans and venting.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exhaust fans and venting not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Humidity is the amount of water vapour in the air. The relative humidity (RH), which is expressed as a percentage, is the amount of water vapour the air contains compared to the maximum possible at that temperature and pressure.

Condensation is a natural occurrence when interior air, laden with sufficient humidity, meets a surface that is sufficiently cold.

This condition can correct itself naturally when the outside air temperature increases and / or when the Owner decreases indoor relative humidity.

Owner Maintenance includes maintaining appropriate indoor humidity levels. Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

Notes:_____

_____

_____

20.5 Condensation on interior ductwork or air handling equipment

Acceptable Performance Condition:

Interior ductwork connected directly to the exterior shall be installed in accordance with Building Code with appropriate protections (primarily insulation) to prevent condensation and icing.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Interior ductwork not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Humidity is the amount of water vapour in the air. The relative humidity (RH), which is expressed as a percentage, is the amount of water vapour the air contains compared to the maximum possible at that temperature and pressure.

Condensation is a natural occurrence when interior air, laden with sufficient humidity, meets a surface that is sufficiently cold.

This condition may occur in the summer when air conditioning equipment is operating or in winter when ducts are chilled by incoming outdoor air and can correct itself naturally with seasonal change.

Owner Maintenance includes maintaining appropriate indoor humidity levels. Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

Notes:

20.6 Condensation in attic space

Acceptable Performance Condition:

Water vapour carried by air movement into the attic space can condense on the underside of the roof sheathing and trusses and during periods of cold weather will freeze, forming frost; this is acceptable.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Humidity is the amount of water vapour in the air. The relative humidity (RH), which is expressed as a percentage, is the amount of water vapour the air contains compared to the maximum possible at that temperature and pressure.

Condensation is a natural occurrence when air, laden with sufficient humidity, meets a surface that is sufficiently cold. During periods of extended cold weather condensation may occur on the underside of roof trusses and sheathing. The degree of condensation 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.

Although moisture reaching the attic can be minimized 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.

Owner Maintenance includes controlling indoor humidity, (safe) review of the attic space for signs of moisture, ensuring vents are free of obstruction, and balancing the heating system.

Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

Repeated opening of the attic access or leaving the access unsealed can cause increased humidity levels within the attic space, which can contribute to this condition.

See – *Water from melting frost in unheated attic space appears on interior surfaces.*

Notes:_____

20.7 Cold spots exist on walls or ceilings

Acceptable Performance Condition:

Walls and ceilings shall be insulated in accordance with Building Code to have a relatively consistent temperature across the interior surface and to ensure the home is able to heat to Building Code requirements under design climatic conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Walls and ceilings not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Wind washing of insulation is a 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.

Notes:

20.8 Heating ventilation or air conditioning (HVAC) systems not installed properly

Acceptable Performance Condition:

HVAC appliances shall be installed and operate in accordance with Building Code.

Ductwork and piping shall be joined and supported to maintain joint integrity.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution Systems Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Heating, ventilation, or air conditioning (HVAC) systems not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes monitoring, upkeep, servicing, and balancing of the furnace/heating system.

Notes:_____

20.9 Difference in temperature from one room to the next, during the heating season

Acceptable Performance Condition:

The temperature 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.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Pantries and closets are not typically heated and will be cooler than regular living areas.

Owner Maintenance includes appropriate monitoring, operation, upkeep, servicing, and balancing of the furnace/heating system. Ensure air intakes and exhaust vents are clear, especially during snow conditions.

The efficiency of the furnace to move air can be dramatically compromised by a dirty air filter.

For forced air heating systems, the flow of heat can be adjusted to minimize differences. This is commonly known as “balancing”. Heat registers and ductwork dampers can be adjusted to reduce large variations in room temperature. The addition of drapes and furnishings can also influence the heating balance of a room.

Several factors can affect living space temperatures and comfort:

- Directional orientation: north-facing rooms are generally cooler than south-facing rooms.
- Windows: glass has little insulating value and allows more heat to escape from the room.
- Rooms over garages: have insulated floors that lose heat to the unheated garage below.
- Airflow: free airflow from a room to a cold return inlet or undercut door is essential. Generally, a minimum 25 mm (1 inch) space under interior doors above the finished floor covering should be provided.
- Personal preference: personal comfort differs between individuals. Balancing the air delivery system may not completely compensate for the effects of these factors.

Notes:_____

20.10 Heating system is inadequate

Acceptable Performance Condition:

Heating systems shall be capable of maintaining indoor air temperatures in accordance with Building Code under design climatic conditions for the geographical location.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution Systems Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Heating systems not meeting the acceptable performance condition shall be rectified.

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

Remarks:

If outdoor temperatures are below the local design temperature, maintaining interior heat in accordance with Building Code level may be limited; this is not a Defect.

Temperature measurements shall be taken as closely as possible to the center of the warm air supply and air return 1.5 m (5 ft) above the floor in the living area after the heating system has been running for an appropriate amount of time. A temperature difference of +/- 3 degrees Celsius is acceptable between living areas on the same floor.

Owner Maintenance includes appropriate monitoring, operation, upkeep, servicing, and balancing of the furnace/heating system. Ensure air intakes and exhaust vents are clear, especially during snow conditions.

The efficiency of the furnace to move air can be dramatically compromised by a dirty air filter.

For forced air heating systems, the flow of heat can be adjusted to minimize differences. This is commonly known as “balancing”. Heat registers and ductwork dampers can be adjusted to reduce large variations in room temperature. The addition of drapes and furnishings can also influence the heating balance of a room.

Several factors can affect living space temperatures and comfort:

- Directional orientation: north-facing rooms are generally cooler than south-facing rooms.
- Windows: glass has little insulating value and allows more heat exchange.
- Rooms over garages: have insulated floors which exchange heat with the garage below.

- Airflow: free airflow from a room to an air return inlet or undercut door is essential. Generally, a minimum 25 mm (1 inch) space under interior doors above the finished floor covering should be provided.
- Personal preference: personal comfort differs between individuals. Balancing the air delivery system may not completely compensate for the effects of these factors.

Notes:

20.11 Furnace runs excessively

Acceptable Performance Condition:

Heating, ventilation, and air conditioning (HVAC) systems shall be installed and operate in accordance with Building Code.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution Systems Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Heating, ventilation, and air conditioning (HVAC) systems not meeting the acceptable performance condition shall be rectified.

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

Remarks:

On extremely cold days the furnace will be “On” more often than it is “Off”, as it approaches its operational limits, and on occasion 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.

Owner Maintenance includes appropriate monitoring, operation, upkeep, servicing, and balancing of the furnace/heating system. Ensure air intakes and exhaust vents are clear, especially during snow conditions.

New high efficiency 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.

Notes:_____

20.12 Cooling system is not functioning

Acceptable Performance Condition:

Cooling systems shall be capable of maintaining indoor air temperatures in accordance with Building Code under design climatic conditions for the geographical location.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution Systems Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Cooling systems not meeting the acceptable performance condition shall be rectified.

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

Remarks:

If outdoor temperatures are above the local design temperature, maintaining interior cooling in accordance with Building Code level may be limited; this is not a Defect.

Temperature measurements shall be taken as closely as possible to the center of the cool air supply and air return 1.5 m (5 ft) above the floor in the living area after the cooling system has been running for an appropriate amount of time. A temperature difference of +/- 3 degrees Celsius is acceptable between living areas on the same floor.

Owner Maintenance includes appropriate monitoring, operation, upkeep, servicing, and balancing of the cooling system. Ensure air intakes and exhaust vents are clear.

For forced air cooling systems, the flow of heat can be adjusted to minimize differences. This is commonly known as “balancing”. Registers and ductwork dampers can be adjusted to reduce large variations in room temperature. The addition of drapes and furnishings can also influence the cooling balance of a room.

Several factors can affect living space temperatures and comfort:

- Directional orientation: north-facing rooms are generally cooler than south-facing rooms.
- Windows: glass has little insulating value and allows more heat exchange.
- Rooms over garages: have insulated floors which exchanges heat with the garage below.

- Airflow: free airflow from a room to an air return inlet or undercut door is essential. Generally, a minimum 25 mm (1 inch) space under interior doors above the finished floor covering should be provided.
- Personal preference: personal comfort differs between individuals. Balancing the air delivery system may not completely compensate for the effects of these factors.

Notes:_____

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_____

20.13 Ductwork is noisy

Acceptable Performance Condition:

Ductwork may make sounds as it expands and contracts and as air flows during heating and cooling cycles.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Sounds consistent with the normal operation of the furnace, blower and related components is not a Defect. Unusual sounds or a change in sound may be indicative of a need for systemic Owner Maintenance.

When metal is heated, it expands and when it is cooled, it contracts. The result is “ticking” or “cracking” which is generally to be expected.

The sound of air movement at the floor register or cold air grilles is normal and acceptable.

Notes:_____

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20.14 Ductwork makes noise when floor is walked upon, commonly referred to as "oil-canning"

Acceptable Performance Condition:

Duct work shall be constructed and installed to prevent "oil-canning" which is repetitive and readily audible under normal use conditions, in common foot traffic areas.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Ductwork not meeting the acceptable performance condition shall be rectified.

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

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."

Notes:_____

20.15 Ductwork comes apart

Acceptable Performance Condition:

Heating, ventilation, and air-conditioning ductwork piping shall be joined and supported to maintain joint integrity and not separate or detach at joints.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Ductwork not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Notes:_____

_____

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20.16 Condensate line is blocked

Acceptable Performance Condition:

Condensate lines from air conditioning condenser coils, condensing furnaces, or HRVs shall be free from blockage.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Condensate lines not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes appropriate monitoring, operation, upkeep, servicing, and balancing of the system.

Condensation lines will clog eventually under normal use.

In refrigeration-type units the condensate line is usually blocked by ice rather than debris.

Air conditioning, refrigeration and HRV units can “ice-up” if the power was shut down during a thaw cycle. The prevalence of ice in this situation is not related to blockage in the condensate line.

Follow manufacturer recommendations whenever such appliances are turned off or moved.

Notes:_____

_____

_____

20.17 Air conditioning coolant line leaks

Acceptable Performance Condition:

Air conditioning systems coolant lines shall not leak.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution Systems Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Air conditioning systems not meeting the acceptable performance condition hall be rectified.

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

Remarks:

Condensation can often be mistaken for a leak; this is not a Defect.

Owner Maintenance includes appropriate monitoring, operation, upkeep, servicing, and balancing of the cooling system.

Notes:

20.18 Registers, air return grills, and/or ventilation grills are not flush with adjacent surfaces

Acceptable Performance Condition:

Heat registers, cold air return grills, and/or ventilation grills shall be installed generally flush and plumb with the adjacent wall surface so as not to detract from the finished appearance, when observed from a Normal Viewing Position and under Normal Lighting conditions.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Heat registers, cold air return grills and ventilation grills not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Typically, floor mounted heat registers are slip-fitted into position; this is acceptable.

Notes:_____

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20.19 Temperature variations (hot & cold spots) in the in-floor heating system

Acceptable Performance Condition:

In-floor heating systems shall provide a generally uniform temperature throughout the heating zones of the floor in accordance with their design.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution Systems Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

In-floor heating systems not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Minor temperature variations in the floor of an in-floor heating system, designed to create warm floor surfaces, can be expected.

Heat is delivered to in-floor heating systems through lines of wire (electric) or fluid filled lines (hydronic). 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 referred to as “zones” or “loops”.

At areas where there is a potential for extreme heat loss such as a patio door or large window, can affect the surface temperature of the floor surface near them.

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.

In-floor heating systems are generally not designed to serve as the primary heating system for a home.

Hydronic in-floor systems transfer heat from a fluid to the surrounding floor systems which in turn radiate the heat to the room. 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.

Notes:_____

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20.20 Condensation forms in crawl space

Acceptable Performance Condition:

Crawl spaces shall be conditioned or ventilated in accordance with Building Code, as required by intended function and design.

Occasional condensation in a crawl space is normal provided it is manageable by the systems installed.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Crawlspaces not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Condensation is more likely to occur in a non-conditioned crawl space and requires increased attention from the Owner.

Owner Maintenance includes maintaining appropriate indoor humidity levels. Indoor humidity levels may be controlled by dehumidification, ventilation, or air conditioning.

Occasional condensation is not abnormal. Typical temporary conditions that may contribute to condensation are:

- Cool air may enter an unheated crawl space and cool 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.

Notes:_____

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20.21 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.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Radon is naturally occurring radioactive gas found in soil, rock, or water. Radon can move from the soil or water into a home and can accumulate in enclosed spaces such as basements and crawl spaces.

Radon levels in a home cannot be determined prior to occupancy and cannot be predicted.

Building Code of Canada specifies construction requirements intended to minimize the potential for radon to enter the 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 Guideline on the Health Canada website.

Notes:

20.22 Exhaust fan / duct terminates in an attic or crawl space

Acceptable Performance Condition:

Exhaust fans / ducts shall be installed in accordance with the Building Code and vent to the exterior.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Exhaust fans / ducts not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Exhaust fans / ducts should not be vented into heated or unheated enclosed spaces, such as basements, attics, and soffits, or attached garages. Moisture build-up in these areas can cause damage.

Owner Maintenance includes regular cleaning, particularly of debris accumulation on fan units and exhaust vents on the exterior of the home.

Notes:_____

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21 Multi-Unit

21.1 Elevator causes noise, vibration, or air movement

Acceptable Performance Condition:

In multi-family buildings when the elevator is in use, noise, vibrations, and/or air movement is not uncommon.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Notes:

21.2 Overhead garage door (in attached garage) causes noise or vibration

Acceptable Performance Condition:

In multi-family buildings, noise or vibration when the overhead garage door is in use is not uncommon.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Owner Maintenance includes occasional lubrication of door hardware and rollers, where applicable.

Notes:

21.3 Plumbing noise or vibrations are coming from water piping, stand pipes, drain lines, recirculating lines, hot tubs, or toilets, etc.

Acceptable Performance Condition:

With multi-family buildings, noise or vibrations from plumbing systems is not uncommon; this is not a Defect.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Notes:

21.4 Air infiltration is occurring around the suite 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; this is not a Defect.

Warranty Coverage:

None

Claim Response:

None

Remarks:

Some corridors are pressurized as part of the building design.

Notes:

21.5 Clothes dryer venting is leaky

Acceptable Performance Condition:

The dryer venting in a multi-family building shall be designed and installed in accordance with Building Code to minimize air leakage and exhaust properly.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Clothes dryer venting not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes cleaning lint traps and exhaust grills to ensure exterior vent discharges are not obstructed.

Notes:_____

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21.6 Finished concrete ceilings have cracked

Acceptable Performance Condition:

Finished concrete ceiling cracks exceeding 3 mm (1/8 inch) in width, laterally or vertically, are excessive.

Minor cracks resulting from dehydration during the curing process are normal and acceptable.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Ceilings not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Actual crack width shall be determined using a measuring device such as an Allen key or wire feeler gauge. Lateral displacement shall be measured by placing a straight edge or flat instrument over the crack.

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

Notes:_____

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21.7 Sound is being transmitted through common floor or wall assemblies in multi- family buildings

Acceptable Performance Condition:

Typical wall and floor assemblies shall be constructed in accordance with Building Code to meet requirements for multi-family Sound Transmission Class Ratings (STC) ratings.

Warranty Coverage:

Materials and Labour Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Wall or floor assemblies not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Sound being heard through adjacent wall or floor assemblies is, in itself, not evidence a defect exists. For sound transmission complaints to be considered a Defect it must be demonstrated that a wall or floor assembly was not constructed in accordance with Building Code.

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 Ratings (STC). The wall or floor assemblies listed in the *National Building Code* have been laboratory tested to determine their specific STC Ratings.

Building Code currently has no requirements for exterior noise such as traffic noise. There is also no provision currently 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:_____

21.8 Water line leaks

Acceptable Performance Condition:

Domestic water supply (distribution) and drain piping shall not leak under normal use conditions.

Warranty Coverage:

Materials and Labour Warranty

Delivery and Distribution System Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Water lines not meeting the acceptable performance condition shall be rectified.

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

Remarks:

If a leak is detected in a water supply line, to mitigate further damages, the water supply valve, or an isolation valve, should be turned off immediately by the Owner until the condition can be appropriately evaluated.

Owner Maintenance includes maintaining appropriate indoor humidity levels, shutting off and disconnecting attachments for exterior hose bibs to prevent freezing, and the use of appropriate household cleaners.

Condensation on distribution/drain lines should not be mistaken for a leak and is not a Defect. High indoor humidity is the main cause of condensation on distribution/drain lines.

Some cleaning products can be very corrosive.

Notes:_____

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21.9 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 Building Code.

Warranty Coverage:

Materials and Labour Warranty

Building Code Violation Warranty

Damage caused or made worse by the Owner, as a result of Improper Maintenance, normal wear and tear, abuse or from additions, deletions, or alterations made by the Owner are not covered under the Warranty.

Claim Response:

Fire protection systems not meeting the acceptable performance condition shall be rectified.

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

Remarks:

Owner Maintenance includes testing of fire protection systems and the changing of light bulbs and battery back-ups.

Notes: