

**New Home Warranty Program of Saskatchewan**

**Construction Performance Standards**

Effective January 1, 2014



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## **PURPOSE OF THIS DOCUMENT**

The Construction Performance Standards (the Standards) will be used by the Saskatchewan New Home Warranty Program (the Program) when determining whether or not a condition is covered by the warranty. The purpose of the Standards is not to set new standards but to provide advance information as to how the Program will decide disputes between builders and homeowners about defects in work or materials. These Standards have been prepared in consultation with various trade and industry groups and the Program is grateful for their input. The Construction Performance Guidelines developed by the Tarion Warranty Corporation was also consulted as a source in the development of this document. The Program acknowledges and thanks the Tarion Warranty Corporation for allowing it to utilize their template and to reproduce portions of their document in the development of the Standards for the Saskatchewan New Home Warranty Program.

The Standards provide objective and uniform criteria that set out the minimum performance required in the construction of new homes. They relate to work and materials deficiencies and complement the Building Code. The Standards are designed to be supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties.

The Standards are designed primarily for conventional low-rise, wood frame construction. They may not be applicable in all respects for other types of construction or assemblies.

The Program will make its decisions based on the version of the Performance Standard that is in effect at the time a house is enrolled. The effective date is indicated on both the cover of the Standards and on the bottom of each page. (The Standards will be reviewed periodically and expanded or updated to reflect legislative changes and/or changes in construction materials and technologies.)

## **SCOPE OF THE CONSTRUCTION PERFORMANCE STANDARDS**

The Construction Performance Standards should be interpreted with common sense. They deal only with the most frequent and typical items of concern to homeowners. The Standards describe the minimum acceptable performance or condition that homeowners should expect and builders must meet to satisfy the requirements of the warranties described in the New Home Warranty Certificate.

Construction is not an exact science and generally, the materials used have natural properties that must be considered when applying the Construction Performance Standards. For example:

- Wood grains and colours may not necessarily match in all cases;
- Shrinkage of natural materials may result in squeaks and creaks.

Some items refer to specific dimensions to determine what is acceptable. These dimensions are used to evaluate the identified conditions. If the variation is minor, the Program may consider whether the variation significantly affects the performance of the

item in determining whether the particular guideline has been met.

## **WARRANTY COVERAGE**

Warranty coverage is set out in the Certificate of Possession and New Home Warranty and takes effect from the date a homeowner takes possession of a new home from the builder (the date of possession). It remains in effect even if the home is sold or otherwise transferred before the end of the warranty period. There are three types of warranty protection or coverages, including:

**The One-Year Warranty** . A builder warrants that, for one year from the date of possession, the home is free from:

- Defects in workmanship and materials;

Builders should provide homeowners with all warranties provided by manufacturers, suppliers and subcontractors that may extend beyond the first year. Homeowners must make claims on these extended warranties directly to the manufacturer or distributor.

**The Two-Year Warranty** . A builder warrants that, for two years from the date of possession, the home is free from:

- Water penetration through the basement or foundation walls;
- Defects in materials or workmanship (including windows, doors and caulking) that result in water penetration into the building envelope;

**Five-Year Major Structural Defect Coverage** . The Program provides extended coverage for major structural defects for five years from the date of possession.

## CONDITIONS NOT COVERED UNDER WARRANTY

It is important for homeowners to note what is **not** covered by the warranty. The following are exclusions from warranty coverage:

- Defects in materials, design and work supplied by the homeowner;
- Secondary damage caused by defects under warranty, such as property damage and personal injury;
- Normal wear and tear;
- Normal shrinkage of materials caused by drying after construction;
- Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation or proper operation of moisture-producing devices such as humidifiers;
- Damage caused by the homeowner or visitors;
- Alterations, deletions or additions made by the homeowner;
- Settling of land around the building or along utility lines, other than beneath the footings of the building;
- Damage resulting from acts of God;
- Contractual disputes;
- Damage caused by municipal services or other utilities;
- Surface defects in work and materials not listed on the Certificate of Possession and accepted in writing by the homeowner at the date of possession;
- Detached garages, decks, paving stones, patios, sidewalks, driveways and landscaping;
- Unfinished homes. The Program does not employ contractors to complete homes or reimburse homeowners for the cost of completing a home in accordance with the Purchase or Sale Agreement. This is the homeowners' responsibility and should be provided for in the Offer to Purchase Agreement;
- Normal cracking or heaving of concrete floor slabs;
- Repainting or redecorating of the house after drywall repairs.

### Warranty Items to be Corrected by the Builder – Certificate of Possession Form

These items should be recorded on the Certificate of Possession Form or in an attachment to the Certificate of Possession Form. Listing “surface” defects on the Certificate of Possession Form will provide a formal record of the existence of the condition before the homeowner took possession. Without this record it may be impossible for the Program to determine whether the item is covered under warranty if a dispute arises as it may not be clear who caused the damage or malfunction in question or whether an item was missing before the date of possession.

After possession, any items not rectified by the builder and any new defects that have emerged should be reported in writing to the builder within the applicable warranty period. Defects defined as non-structural must be identified **in writing** to the builder during the first year following possession of the home. In any event, the Purchaser must notify the Program **in writing** of the failure of the Builder to rectify the defects no later than six months from the expiry of the Builder's original one year limited warranty. Defects resulting in water penetration through the building envelope and foundation as

described in the Warranty Certificate must be identified **in writing** to the builder before expiry of two years from the date of Possession of the Home. In any event the Purchaser must notify the Program **in writing** of the failure of the Builder to rectify the defects no later than six months from the expiry of the Builder's two year warranty.

## **HOW TO USE THIS DOCUMENT**

The Construction Performance Standards are divided into articles based on construction sequence. The information is organized according to types of conditions, and in each case, the following is described:

- **Condition:** A brief description of the identified situation.
- **What is acceptable:** The acceptable performance standard of the condition.
- **Which warranty applies:** The warranty that applies and any exclusions.
- **Required action:** A description of the action that the builder or homeowner must take to rectify the identified condition.
- **Remarks:** Information to help users understand and solve the problem.

# **Module 1**

# **Foundations**

1.1

**CONDITION**

EFFLORESCENCE IS PRESENT ON CONCRETE OR MASONRY SURFACES

**Acceptable Performance/Condition**

Efflorescence may occur on concrete and masonry surfaces.

**Warranty**

None, unless there is an underlying defect.

**Action**

The builder is not required to take any action.

**Remarks**

Efflorescence is the formation of a white crystalline deposit on the surface of concrete and masonry when moisture evaporates from the surface. It is an indication that moisture is moving through the material to the surface, which is a normal condition. Efflorescence can be removed with a stiff brush and water.

## 1.2

### **CONDITION**

INTERIOR CONCRETE SURFACES ARE POWDERY

#### **Acceptable Performance/Condition**

Concrete surfaces shall be sufficiently hard to prevent powdering which results in exposure of the aggregate.

#### **Warranty**

One-Year Work and Materials

Surface deterioration due to owner-applied substances is excluded from the warranty.

#### **Action**

Where powdering occurs exposing the aggregate the concrete surface shall be repaired to provide a hardened surface.

#### **Remarks**

Some dusting of the concrete surface may normally occur; however, where the aggregate becomes exposed the condition is considered excessive. The colour and texture of a repaired area may not match the surrounding concrete.

### 1.3

#### **CONDITION**

CONCRETE FOUNDATION SURFACE IS FLAKING OFF OR SCALING

#### **Acceptable Performance/Condition**

Concrete surfaces shall not disintegrate. Aggregate pops are normal; minor scaling is not controllable at all. The contractor is not responsible for deterioration caused by salt, chemicals, mechanical implements or other factors beyond the contractor's control.

#### **Warranty**

One-Year Work and Materials

Surface deterioration due to owner-applied substances, improper maintenance, or normal wear and tear is excluded from the warranty.

#### **Action**

Where defective installation or product is determined the concrete surface shall be repaired.

#### **Remarks**

Scaling most often results from salts and de-icers being applied to the concrete surface, e.g. either intentionally for ice melting or unintentionally from road slush deposits. Cleaning salt deposits off concrete surfaces is normal home maintenance.



## 1.4

### **CONDITION**

CONCRETE FLOOR WITHOUT BUILDER-APPLIED FINISHED FLOORING  
IN BASEMENT IS UNEVEN

### **Acceptable Performance/Condition**

Within a 3 m specified plane, concrete floors shall not have bumps or depressions exceeding  $\pm 12$  mm. Sloped areas providing drainage to floor drains are not considered to be uneven.

### **Warranty**

One-Year Work and Materials

### **Action**

Uneven floors exceeding the acceptable condition shall be repaired.

### **Remarks**

Repairs may include grinding or applying a topping. The colour and texture of a repaired area may not match the surrounding concrete. This does not include heaving and cracking covered in section 1.5 and 1.6.

1.5

**CONDITION**

CONCRETE BASEMENT FLOOR IS CRACKED

**Acceptable Performance/Condition**

Cracks exceeding 6 mm in width or vertical displacement are considered excessive.

**Warranty**

One-Year Work and Materials

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

**Action**

Cracks in excess of the acceptable condition shall be repaired.

**Remarks**

Concrete floors naturally crack during curing due to shrinkage. Where repairs are necessary, colour and/or texture may not match the surrounding concrete.

## 1.6

### **CONDITION**

CONCRETE BASEMENT FLOOR HAS SETTLED OR HEAVED IN A FINISHED AREA

### **Acceptable Performance/Condition**

Concrete floor slabs shall not settle more than 12 mm from their original position and shall not heave more than 50 mm.

### **Warranty**

One-Year Work and Materials

### **Action**

During first year the builder is to adjust stairwells, walls, furnace ducts, plumbing lines, etc to relieve any pressure caused by heaving.

### **Remarks**

Homeowner is to maintain grading and water management.

## 1.7

### **CONDITION**

NO REINFORCING IN BASEMENT CONCRETE SLAB

#### **Acceptable Performance/Condition**

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

#### **Warranty**

One-Year Work and Materials

Five-Year Major Structural Defect

#### **Action**

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

#### **Remarks**

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

1.8

**CONDITION**

PARGING IS FALLING OFF ABOVE GRADE

**Acceptable Performance/Condition**

Hairline cracks are normal in parged surfaces; parging that is separating from the concrete is not acceptable.

**Warranty**

One-Year Work and Materials

Cracks resulting from normal shrinkage of materials due to normal drying after construction are not covered by the warranty.

**Action**

Parging not meeting the acceptable condition shall be repaired.

**Remarks**

Variation in the colour or texture of repaired areas is acceptable.

## 1.9

### **CONDITION**

CAST-IN-PLACE CONCRETE FOUNDATION WALL IS CRACKED

#### **Acceptable Performance/Condition**

Cracks resulting from normal shrinkage are acceptable; cracks in excess of 6 mm in width or that leak are not acceptable.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Walls with cracks exceeding the acceptable condition shall be repaired.

#### **Remarks**

Concrete walls naturally crack during curing due to shrinkage. Where lateral or vertical movement is evident, further investigation may be required. The colour and texture of a repaired area may not match the surrounding concrete.

## 1.10

### **CONDITION**

BASEMENT WALL OR FLOOR IS DAMP

#### **Acceptable Performance/Condition**

Dampness on wall or floor surfaces caused by capillary transport or condensation of water vapour may occur. Only actual water penetration through an opening in the wall or floor may be covered by the warranty. See sections 1.11 Foundation Wall Leaks and 1.12 Water Leakage Through Basement Floor Slab.

#### **Warranty**

None.

Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the warranty.

#### **Action**

No action by the builder is required.

#### **Remarks**

Condensation can occur during peak seasonal weather patterns. The homeowner should immediately reduce the moisture levels to prevent harm to property. Dampness can be reduced by using a dehumidifier or by increasing the amount of ventilation to the area.

Dampness caused by wicking through the basement walls or floor and condensation of water vapour on cool walls and floor are not the responsibility of the contractor.

Dampness prevention is the responsibility of the homeowner.

Moisture present in basements during spring thaw is usually found to be due to condensation present on the concrete surface in ice form and subsequently melting down. Builder is not responsible for problems created by high humidity levels in the house.

## 1.11

### **CONDITION**

#### FOUNDATION WALL LEAKS

##### **Acceptable Performance/Condition**

Foundation walls shall allow no water penetration.

##### **Warranty**

###### Two-Year Basement Water Penetration

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

##### **Action**

Water penetration through the basement or foundation walls shall be repaired.

##### **Remarks**

Only actual water penetration through the foundation is warranted; dampness caused by condensation or other causes is not considered to be water penetration and is not covered by the warranty. The homeowner must take immediate steps to prevent damage to their property and report any losses to their home insurance provider.



## 1.12

### **CONDITION**

#### **WATER LEAKAGE THROUGH BASEMENT FLOOR SLAB**

##### **Acceptable Performance/Condition**

Water penetration through basement floor slabs are not covered unless they are a result of a defect.

##### **Warranty**

###### **Two-Year Basement Water Penetration**

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

##### **Action**

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

##### **Remarks**

Only actual water leakage through the floor slab is warranted; dampness or condensation is not considered a warranted condition. The homeowner must take immediate steps to prevent damage to their property and report any losses to their home insurance provider.

A thorough site investigation prior to construction and during excavation will assist in determining whether groundwater levels may adversely affect the use of the building.

## 1.13

### **CONDITION**

#### CONDENSATION IN CRAWL SPACE

#### **Acceptable Performance/Condition**

Condensation shall not accumulate on crawl space interior surfaces.

#### **Warranty**

One-Year Work and Materials

Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the warranty.

#### **Action**

Adequate ventilation equipment shall be installed in accordance with the Building Code.

#### **Remarks**

Crawl spaces shall be ventilated in accordance with the Building Code. Crawl space ventilation requires careful management by the homeowner to maintain acceptable moisture levels.

Typical temporary conditions that may contribute to condensation are:

- a) at night in unheated crawl spaces, air entering the crawl space gradually cools the interior surfaces of the space. When outdoor temperatures rise the next day moisture picked up by the warm air is carried into the crawl space and condenses on the cool surfaces.
- b) at night in heated crawl spaces, outside air may rapidly cool foundation walls and provide a cool surface on which moisture in the crawl space can condense.
- c) if the house is left unheated in the winter, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space may condense.
- d) stored materials obstruct ventilation airflow.

These conditions may not be covered under the warranty.

# **Module 2**

# **Floor Framing**

## 2.1

### **CONDITION**

STRUCTURAL COLUMN IN UNFINISHED BASEMENT IS OUT OF PLUMB

### **Acceptable Performance/Condition**

Structural columns (wood, masonry, concrete or steel) in an unfinished basement shall not be out of plumb more than 25 mm in 2400 mm.

### **Warranty**

One-Year Work and Materials

Five-Year Major Structural Defect

### **Action**

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

### **Remarks**

None.

## 2.2

### **CONDITION**

#### FLOOR FRAMING DAMAGED BY WEATHER DURING CONSTRUCTION

#### **Acceptable Performance/Condition**

The joists and subfloor shall be sound and free from damage caused by weathering and must provide a suitable base for finished flooring.

#### **Warranty**

One-Year Work and Materials

Five-Year Major Structural Defect

#### **Action**

Joists and subfloors damaged by weathering to the extent that they cannot carry the anticipated loads or are made unsuitable for finished flooring shall be repaired.

#### **Remarks**

Composite panels such as oriented strandboard and plywood used for subfloors and webs of manufactured joists require more protection than solid-sawn lumber and can swell or delaminate if saturated over lengthy periods. Discolouration alone does not necessarily indicate a warrantable condition.

## 2.3

### **CONDITION**

LOOSE SUBFLOOR

#### **Acceptable Performance/Condition**

Subfloors shall not become loose. Subfloors shall be fastened in accordance with the Building Code.

#### **Warranty**

One-Year Work and Materials

Normal shrinkage of materials caused by drying after construction is excluded from the warranty.

#### **Action**

Where movement of the subfloor is confirmed, repairs shall be made.

#### **Remarks**

Delamination or swelling of subfloors is considered a warranted defect in material.

## 2.4

### **CONDITION** FLOOR SQUEAKS

#### **Acceptable Performance/Condition**

Floors shall be free from squeaks caused by movement in the floor system connections under normal loading conditions. Floor squeaks and loose subfloor are often temporary conditions common to new construction, and a squeak-proof floor cannot be guaranteed.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

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

#### **Remarks**

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

## 2.5

### **CONDITION**

FINISHED FLOOR ABOVE GRADE IS OUT OF LEVEL

#### **Acceptable Performance/Condition**

Within a room, floors shall appear level when viewed from a normal viewing position. Where a floor framed with dimensional lumber appears sloped, a maximum tolerance ratio of 25 mm in 3600 mm applies, when measured between the opposite walls or defined limits of the room or area.

#### **Warranty**

One-Year Work and Materials

Minor slope variance caused by normal shrinkage of materials due to drying after construction is excluded from the warranty.

#### **Action**

Floors in rooms sloped greater than the acceptable performance shall be repaired.

#### **Remarks**

This item refers to the entire floor surface in rooms. Where a floor is framed with an engineered floor system, minor slope variations caused by the required camber in the long spanned joists supporting the floor are excluded from the warranty.

For uneven areas in floors see section 12.2 Floor is Uneven.



## 2.6

### **CONDITION**

SPRINGINESS, BOUNCE, VISIBLE SAG WHEN LOADED, OR SHAKING IS OBSERVED IN THE FLOOR

### **Acceptable Performance/Condition**

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

### **Warranty**

One-Year Work and Materials

### **Action**

Floors not meeting the performance condition shall be repaired.

### **Remarks**

Long-spanned floor joists will normally move more than short-spanned joists under design loads.

## 2.7

### **CONDITION**

#### TWISTING OF OPEN-END BEAMS

#### **Acceptable Performance/Condition**

Twisting of visible open-end beams in excess of 13 mm from plumb is not acceptable.

#### **Warranty**

One-Year Work and Materials

Twisting resulting from normal shrinkage caused by drying after construction is excluded from warranty.

#### **Action**

Open-ended beams twisted more than the acceptable condition shall be repaired.

#### **Remarks**

An open-end beam is a wood beam whose end does not abut another framing member or that terminates in open air. Minor twisting is primarily an aesthetic concern rather than a structural problem.

# **Module 3**

## **Wall Framing**

### **3.1**

#### **CONDITION**

WALL IS OUT OF PLUMB

#### **Acceptable Performance/Condition**

Where the condition is visible from a normal viewing position, walls shall not be out of plumb more than 19 mm in 2400 mm vertical measurement.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Walls not meeting the acceptable condition shall be repaired.

#### **Remarks**

It is reasonable to expect minor variation from plumb. Fitment of furnishings is not considered to be the test for plumb.

## 3.2

### **CONDITION**

WALL IS BOWED

#### **Acceptable Performance/Condition**

On the interior of a home, where bowed framing causes local distortion, the variation shall not be more than  $\pm 15$  mm from the specified plane.

#### **Warranty**

One-Year Work and Materials

Distortion due to shrinkage caused by normal drying after construction is not covered by the warranty.

#### **Action**

Bows exceeding the acceptable condition shall be repaired.

#### **Remarks**

It is reasonable to expect walls to have variances in their finished surface. Varying light conditions can exaggerate minor variations in appearance.

### 3.3

#### **CONDITION**

##### MALFUNCTION OF WINDOWS

#### **Acceptable Performance/Condition**

Windows shall be installed to operate with reasonable ease.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Windows not meeting the acceptable performance shall be repaired.

#### **Remarks**

Confirm proper operation of windows during the walk-through and record any malfunction on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Window operation varies with different window designs. Windows require regular maintenance for optimum performance.

### 3.4

#### **CONDITION**

WINDOW GLASS, SCREEN OR FRAME IS DAMAGED

#### **Acceptable Performance/Condition**

Window glass, screen or frame shall be free from damage at the time of the walk-through when viewed from a distance of 1500 mm under normal lighting conditions.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Damaged window glass, screens or frames reported on the Certificate of Possession Form shall be repaired. If not noted, the homeowner must establish that the damage was caused by the builder.

#### **Remarks**

Note any damaged windows or damaged/missing screens on the Certificate of Possession Form. If not noted, it will be difficult to establish that the damage was caused by the builder. If you cannot assess damage because the surface of the windows has been obscured from view, this should also be noted on the Certificate of Possession Form.

### **3.5**

#### **CONDITION**

GLASS (WINDOWS, MIRRORS, SHOWER DOORS) IS SCRATCHED

#### **Acceptable Performance/Condition**

Glass surfaces shall not have scratches visible from a distance of 1500 mm at the time of the walk-through, when viewed under normal lighting conditions.

#### **Warranty**

One-Year Work and Materials

Damage due to improper maintenance and normal wear and tear is not covered by the warranty.

#### **Action**

Scratched glass not meeting the acceptable condition and reported on the Certificate of Possession Form shall be repaired. If not noted, the homeowner must establish that the damage was caused by the builder.

#### **Remarks**

Note any damage on glass on the Certificate of Possession Form. If not noted, it will be difficult to establish that the damage was caused by the builder. If you cannot assess damage because the surface of the glass has been obscured from view, this should also be noted on the Certificate of Possession Form.



### **3.6**

#### **CONDITION**

GLASS IS CRACKED

#### **Acceptable Performance/Condition**

Windows shall be installed so that the glass does not crack due to unusual stress caused by movement or settlement of the building frame.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Windows with glass showing stress cracks shall be repaired.

#### **Remarks**

Stress cracks occur across corners of glass as a result of pressure being applied to the edge of the glass. If there is evidence of an impact, and the condition was not recorded on the Certificate of Possession Form, it will be difficult to establish that the damage was caused by the builder.

### 3.7

#### **CONDITION**

##### WINDOW UNIT LEAKS DURING RAIN

#### **Acceptable Performance/Condition**

Windows shall not allow water penetration under normal weather conditions when properly closed. Windows are rated for air infiltration, water leakage and wind loads and should meet the Building Code standards for the weather location.

#### **Warranty**

One-Year Work and Materials

Two-Year Building Envelope Water Penetration

Damage caused by improper maintenance or an act of God is excluded from the warranty.

#### **Action**

Defective windows that leak shall be repaired or replaced.

#### **Remarks**

The homeowner must ensure operable windows are properly closed, weatherstripping and caulking is maintained and drain ports are not obstructed. The window manufacturer may provide extended warranty coverage.

### 3.8

#### **CONDITION**

WATER LEAKAGE AT DOORS AND WINDOWS OR AT THE TOP OF THE FOUNDATION

#### **Acceptable Performance/Condition**

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

#### **Warranty**

Two-Year Building Envelope Water Penetration

Water penetration due to improper maintenance is excluded from the warranty.

#### **Action**

Defects resulting in water penetration around windows, doors, and over the top of the foundation shall be repaired. 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.

#### **Remarks**

Flashings must be installed above exterior wall openings and at the top of the foundation (masonry veneer) to direct water to the exterior. Perforations in flashing due to physical damage or chemical incompatibility, deterioration, improper termination and lack of weep holes in masonry veneer can allow water to drain to the interior.

### **3.9**

#### **CONDITION**

CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) GLASS UNIT

#### **Acceptable Performance/Condition**

Insulating glass units shall be free from condensation between the panes.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Insulating glass units with condensation between the panes shall be replaced.

#### **Remarks**

Condensation between panes indicates the airtight seal around the edge of the glass is broken. An extended warranty may be available through the window manufacturer.

### **3.10**

#### **CONDITION**

EXTERIOR DOOR IS WARPED

#### **Acceptable Performance/Condition**

Doors shall not warp to the extent that they become inoperable or cease to be weather resistant.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Doors not meeting the acceptable performance shall be replaced.

#### **Remarks**

Confirm proper operation of exterior doors during the walk-through and record any malfunction on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Exterior doors can warp to some degree due to temperature differential between inside and outside surfaces.

### 3.11

#### **CONDITION**

EXTERIOR METAL DOOR IS DENTED

#### **Acceptable Performance/Condition**

Exterior doors shall not be dented at the time of the walk-through, when viewed from a distance of 1500 mm under normal lighting conditions.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Dented exterior metal doors noted on the Certificate of Possession Form shall be repaired. If not noted, the homeowner must establish that the damage was caused by the builder.

#### **Remarks**

Identify damaged doors on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Filling the dent is an acceptable repair (e.g. spot putty).

### **3.12**

#### **CONDITION**

CRACKS AND SPLITS IN EXTERIOR WOOD DOORS

#### **Acceptable Performance/Condition**

Cracks penetrating through the door are not acceptable.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Doors not meeting the acceptable condition shall be repaired.

#### **Remarks**

None.

### **3.13**

#### **CONDITION**

##### **EXTERIOR DOOR STICKS**

#### **Acceptable Performance/Condition**

Exterior doors and their hardware shall be installed to operate with minimal binding taking into account the weatherstripping seal and seasonal periods of high humidity.

#### **Warranty**

One-Year Work and Materials

Alterations, deletions and additions made by the homeowner are not covered by the warranty.

#### **Action**

Doors and hardware not meeting the acceptable performance shall be repaired.

#### **Remarks**

Confirm proper operation of exterior doors during the walk-through and record any malfunction on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Exterior doors can warp to some degree because of the difference in the temperature between inside and outside surfaces.



### **3.14**

#### **CONDITION**

EXTERIOR DOOR WILL NOT CLOSE COMPLETELY

#### **Acceptable Performance/Condition**

Exterior doors shall close completely and latch securely.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Doors not meeting the acceptable performance shall be repaired.

#### **Remarks**

Confirm proper operation of exterior doors during the walk-through and record any malfunction on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Slight pressure may be required during latching to compress the weatherstripping. Exterior doors can warp to some degree because of the difference in the temperature between inside and outside surfaces.

### **3.15**

#### **CONDITION**

PLASTIC MOULDING ON EXTERIOR DOOR IS DEFORMED

#### **Acceptable Performance/Condition**

The plastic mouldings on exterior doors shall not deform when the door is installed in accordance with the manufacturer's installation instructions.

#### **Warranty**

One-Year Work and Materials

Damage caused by improper maintenance or material, design or work supplied by the homeowner is not covered by the warranty.

#### **Action**

Exterior doors not meeting the acceptable condition shall be repaired.

#### **Remarks**

Generally, exterior door manufacturers indicate storm doors are not to be installed over metal exterior doors. Heat buildup between a storm door and the exterior door can increase significantly, damaging any heat-susceptible parts such as plastic mouldings around a window insert or decorative surface-applied mouldings. The homeowner is also cautioned to follow manufacturer's recommendations on maintenance and painting the mouldings a dark colour, with or without the use of a storm door; dark-coloured moulding is likely to deform and should be avoided.

### **3.16**

#### **CONDITION**

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 by themselves due to the force of gravity alone.

#### **Warranty**

One-Year Work and Materials

Alterations, deletions or additions by the homeowner are not covered by the warranty.

#### **Action**

Exterior doors not meeting the acceptable performance shall be repaired.

#### **Remarks**

Confirm proper operation of exterior doors during the walk-through and record any malfunction on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Doors will swing open or closed by the force of gravity if the hinges are not aligned plumb.

### **3.17**

#### **CONDITION**

EXTERIOR DOOR IS CROOKED IN THE FRAME

#### **Acceptable Performance/Condition**

Exterior doors must have a proper weather seal when closed. The weatherstripping must contact the perimeter of the door.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Exterior doors not meeting the acceptable condition shall be repaired.

#### **Remarks**

Confirm proper operation of exterior doors during the walk-through and record any malfunction on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Variance in the width of the gap between the door and the frame is acceptable unless the proper operation of the door is affected.

### **3.18**

#### **CONDITION**

EXTERIOR DOOR HARDWARE OR DECORATIVE METAL TRIM HAS DISCOLOURED

#### **Acceptable Performance/Condition**

Finishes on door hardware and fixtures may discolour.

#### **Warranty**

None.

#### **Action**

No action by the builder is required.

#### **Remarks**

Some hardware may have a coating to inhibit discolouration. Maintaining protective coatings or removing discolouration is part of effective home maintenance. Oxidation and environmental pollutants can accelerate discolouration.

### **3.19**

#### **CONDITION**

SLIDING DOOR SCREEN WILL NOT STAY ON TRACK OR SLIDING DOOR DOES NOT ROLL SMOOTHLY

#### **Acceptable Performance/Condition**

Sliding patio door and screens shall slide properly on their tracks at the time the job is accepted. The cleaning and maintenance necessary to preserve proper operation are a homeowner responsibility.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Sliding doors and their screens not meeting the acceptable condition shall be repaired.

#### **Remarks**

Normal homeowner maintenance for sliding doors and screens may involve adjustment from time to time and the tracks and hardware may need to be cleaned and lubricated. Confirm proper operation of the door and screen during the walk-through and record any malfunction on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder.

# **Module 4**

# **Exterior Finishing**

## 4.1

### **CONDITION**

WOOD OR HARDBOARD OR PANEL-TYPE SIDING IS BOWED OR WAVY

#### **Acceptable Performance/Condition**

Siding shall be installed to accommodate thermal movement and anticipated shrinkage of the structure to which it is attached. Siding shall be free from bows and waviness when installed in accordance with the manufacturer's specifications. Where local distortion is caused by bowed framing, the deviation of the bow measured from the specified plane shall not exceed  $\pm 20$  mm.

#### **Warranty**

One-Year Work and Materials

Defects in materials, work or design supplied by the homeowner or damage resulting from improper maintenance are excluded from the warranty.

#### **Action**

Bowed or wavy siding exceeding the acceptable condition shall be repaired.

#### **Remarks**

Siding that is intended to have paint and/or sealer requires regular inspection and maintenance to ensure continuity of the protective layer. Elevated moisture levels can cause wood or hardboard siding to bow. Varying lighting conditions can exaggerate minor variations in siding profile and texture. Minor waviness due to normal fluctuations in humidity is acceptable.



## 4.2

### **CONDITION**

#### WOOD OR HARDBOARD OR PANEL-TYPE SIDING JOINTS NOT TIGHT

##### **Acceptable Performance/Condition**

Wood or hardboard or panel-type siding shall be installed in accordance with the manufacturer's specifications and the Building Code with gaps at joints to allow for expansion. Joints shall be suitably protected to prevent water penetration.

##### **Warranty**

One-Year Work and Materials

Two-Year Building Envelope Water Penetration

Normal shrinkage of materials caused by drying after construction is excluded from the warranty.

Defects in materials, work or design supplied by the homeowner and damage resulting from improper maintenance are excluded from the warranty.

##### **Action**

Wood or hardboard or panel-type siding joints that do not meet the acceptable condition shall be repaired.

##### **Remarks**

Siding that is intended to have paint and/or sealer requires regular inspection and maintenance to ensure continuity of the protective layer. Wood, hardboard or panel-type siding can be expected to expand and contract with fluctuations in outdoor temperature and humidity; gaps in joints may be required to prevent buckling. Caulking or attaching battens over the joints are ways to protect the joints from water penetration.

Where rain screen principles are used in the cladding design, the sealing may be behind the surface of the cladding.

### 4.3

#### **CONDITION**

WOOD OR HARDBOARD OR PANEL-TYPE SIDING FASTENERS ARE EXCESSIVELY COUNTERSUNK INTO FINISHED SURFACE

#### **Acceptable Performance/Condition**

Siding fasteners shall be installed in accordance with the manufacturer's specifications, where applicable, and shall not expose hardboard siding fibre.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Siding with nails not meeting the acceptable condition shall be repaired.

#### **Remarks**

Nails that have been excessively countersunk detract from the overall appearance of the finished surface. This condition can lead to premature deterioration of the product by allowing water to accumulate in the holes left by the nail heads.

#### 4.4

##### **CONDITION**

LAP SIDING (WOOD, HARDBOARD, VINYL, ETC.) IS NOT INSTALLED ON A STRAIGHT LINE

##### **Acceptable Performance/Condition**

Lap siding shall be installed with individual pieces in general, visible parallel alignment.

##### **Warranty**

One-Year Work and Materials

Defects in materials, work or design supplied by the homeowner are excluded from the warranty.

##### **Action**

Lap siding that does not meet the acceptable condition shall be repaired.

##### **Remarks**

With any type of siding or cladding such as lap siding that requires repetitive parallel alignment from one course to the next, the installer must make minor adjustments to keep the entire elevation in general alignment. Adjustments of this nature are normal. Wavy-edged siding is more tolerant of adjustments while maintaining an acceptable appearance.

**4.5**

**CONDITION**

TONGUE-AND-GROOVE WOOD SIDING HAS BUCKLED

**Acceptable Performance/Condition**

Tongue-and-groove wood siding shall be installed to prevent buckling and in accordance with manufacturer's installation instructions, where applicable.

**Warranty**

One-Year Work and Materials

**Action**

Siding that does not meet the acceptable condition shall be repaired.

**Remarks**

None.

## 4.6

### **CONDITION**

WOOD SIDING FASTENER HAS STAINED SIDING

#### **Acceptable Performance/Condition**

Fasteners shall be corrosion resistant and compatible with the siding in accordance with the Building Code.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Siding and fasteners not meeting the acceptable condition shall be repaired.

#### **Remarks**

Fasteners can be expected to weather, oxidize and discolour with exposure to the elements. Some localized staining of adjacent materials may occur.

## 4.7

### **CONDITION**

CEDAR SHAKES OR SHINGLES HAVE BLED THROUGH PAINT OR STAIN APPLIED BY BUILDER

### **Acceptable Performance/Condition**

Where full-covering or opaque stains are used over cedar shakes or shingles, bleed-through of resins or extractives shall not be visible when viewed, without magnification, from a minimum perpendicular distance of 6 m under normal lighting conditions and from a normal viewing position.

### **Warranty**

One-Year Work and Materials

Damage resulting from normal wear and tear is excluded from the warranty.

### **Action**

Cedar shakes and shingles that do not meet the acceptable condition shall be repaired.

### **Remarks**

Some bleed-through of knots or other naturally occurring features can be expected in cedar shakes over time. The reoccurrence of these features through full-covering or opaque stains may be dependent on the direction the roof faces and/or exposure to sunlight.

## 4.8

### **CONDITION**

PLYWOOD OR VENEER SIDING HAS DELAMINATED

#### **Acceptable Performance/Condition**

Plywood or veneer siding shall not delaminate when installed in accordance with the Manufacturer's installation instructions.

#### **Warranty**

One-Year Work and Material

Damage resulting from normal wear and tear is excluded from the warranty.

#### **Action**

Plywood/veneer siding that does not meet the acceptable condition shall be repaired.

#### **Remarks**

Siding that is intended to have paint and/or sealer requires regular inspection and maintenance to ensure continuity of the protective layer.

## 4.9

### **CONDITION**

ALUMINUM/VINYL SIDING IS BOWED OR WAVY

#### **Acceptable Performance/Condition**

Siding shall be installed to accommodate thermal movement and anticipated shrinkage of the structure to which it is attached. Siding shall be free from bows and waviness when installed in accordance with the manufacturer's specifications. Where local distortion is caused by bowed framing the variation from the specified plane shall not exceed  $\pm 20$  mm.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Bowed or wavy siding exceeding the acceptable condition shall be repaired.

#### **Remarks**

Varying lighting conditions can exaggerate minor variations in siding profile, texture and colour.

Minor waviness due to normal sheathing movements is acceptable.



#### **4.10**

##### **CONDITION**

ALUMINUM OR VINYL SIDING COLOUR IS FADED

##### **Acceptable Performance/Condition**

Aluminum or vinyl siding shall not fade or discolour in an uneven or random manner.

##### **Warranty**

One-Year Work and Material

Damage resulting from normal wear and tear is excluded from the warranty.

##### **Action**

Aluminum or vinyl siding that does not meet the acceptable performance shall be repaired.

##### **Remarks**

Aluminum or vinyl siding may fade with time and exposure to sunlight. Areas of intense, direct sunlight exposure will tend to fade faster than other more shaded areas.

Repaired areas shall match the existing material for colour and textures as closely as possible; variation between dye lots is acceptable.

## 4.11

### **CONDITION**

ALUMINUM OR VINYL SIDING, TRIM OR ACCESSORY IS LOOSE

### **Acceptable Performance/Condition**

Aluminum or vinyl siding and associated trim and accessories shall not become displaced or detached from the substrate and shall be installed in accordance with the manufacturer's specifications.

### **Warranty**

One-Year Work and Material

Damage resulting from an act of God is excluded from the warranty.

### **Action**

Aluminum or vinyl siding that does not meet the acceptable condition shall be repaired.

### **Remarks**

Aluminum or vinyl siding is intentionally not installed tight to the substrate to allow for thermal movement; however, it should not displace or detach under normal weather conditions.

#### 4.12

##### **CONDITION**

ALUMINUM OR VINYL SIDING TRIM AND ACCESSORIES FASTENERS DON'T MATCH SIDING COLOUR

##### **Acceptable Performance/Condition**

Fasteners that are used to secure aluminum or vinyl siding or trim may not match the siding or trim colour due to manufacturing limitations.

##### **Warranty**

None.

##### **Action**

The builder is not required to take any action.

##### **Remarks**

Fasteners are generally made in fewer standard colours than siding products.

#### **4.13**

##### **CONDITION**

ABOVE-GRADE MASONRY WALL OR VENEER CLADDING (INCLUDING MORTAR)  
IS CRACKED

##### **Acceptable Performance/Condition**

Cracks resulting from normal shrinkage are acceptable; crack width in excess of 2 mm is not acceptable.

##### **Warranty**

One-Year Work and Materials

Cracks resulting from normal shrinkage of materials caused by drying after construction or normal wear and tear are excluded from the warranty.

##### **Action**

Cracks in excess of the acceptable condition shall be repaired.

##### **Remarks**

Shrinkage during curing of the masonry is natural. Also, regular outdoor temperature fluctuations cause masonry cladding to expand and contract. The resulting thermal stress can also cause cracking; this is considered normal wear and tear.

The colour/texture of repaired areas shall match existing as closely as possible when dry. Variation in colour may be noticeable when wet.

#### **4.14**

##### **CONDITION**

CUT BRICKS ARE OF DIFFERENT THICKNESS IN RELATION TO ONE ANOTHER

##### **Acceptable Performance/Condition**

Cut bricks used in the same course shall appear uniform from a normal viewing position; the variance in thickness between two immediately adjacent bricks shall not exceed 8 mm.

##### **Warranty**

One-Year Work and Materials

##### **Action**

Bricks not meeting the acceptable condition shall be repaired.

##### **Remarks**

Even with proper coursing, bricks will need to be cut to fit site conditions. 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).

## **4.15**

### **CONDITION**

HORIZONTAL MASONRY JOINT ALIGNMENT IS NOT UNIFORM

#### **Acceptable Performance/Condition**

Horizontal masonry joint work shall appear uniform when viewed from a distance of 6 m. Where the horizontal (bed) joint appears out of alignment, the variance shall not be more than  $\pm 12$  mm from the specified plane.

This does not apply to randomly sized masonry products.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Masonry with joints not meeting the acceptable condition shall be repaired.

#### **Remarks**

Dimensional variations of the courses are affected by the variations in the brick selected and the bond pattern.

## **4.16**

### **CONDITION**

#### **MORTAR SPLATTERS AND STAINS ON EXTERIOR MASONRY**

##### **Acceptable Performance/Condition**

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

##### **Warranty**

One-Year Work and Materials

##### **Action**

Masonry not meeting the acceptable condition shall be repaired.

##### **Remarks**

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

#### **4.17**

##### **CONDITION**

EFFLORESCENCE (WHITE POWDER) IS PRESENT ON MASONRY OR STUCCO SURFACE

##### **Acceptable Performance/Condition**

Efflorescence commonly occurs on masonry and stucco surfaces and is normal. No warranty.

##### **Warranty**

None.

##### **Action**

The builder is not required to take any action.

##### **Remarks**

Efflorescence is the harmless deposit of mineral salts on the surface of masonry and occurs naturally due to the movement of moisture; it may diminish over time. Visibility varies with seasonal conditions. Dark-coloured bricks tend to exaggerate the appearance of efflorescence. Localized areas of efflorescence may be linked to abnormal sources of moisture. Salt and de-icers may also contribute to efflorescence.



## **4.18**

### **CONDITION**

#### **DETERIORATING MASONRY**

#### **Acceptable Performance/Condition**

Masonry shall be manufactured and installed to prevent premature deterioration.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Masonry that is deteriorated, detached, or displaced shall be repaired.

#### **Remarks**

Durability is dependent on the type of masonry and the conditions that the masonry is exposed to (e.g. salt, soil).

The colour/texture of repaired areas shall match the existing as closely as possible when dry.

## **4.19**

### **CONDITION**

CLAY BRICKS ARE CHIPPED

### **Acceptable Performance/Condition**

Clay brick veneer shall be installed in accordance with the Building Code. Chips in clay bricks shall not be visible from a distance of 6m under normal lighting conditions.

### **Warranty**

One-Year Work and Materials

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

### **Action**

Brick veneer not meeting the acceptable condition shall be repaired.

### **Remarks**

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

The colour/texture of repaired areas shall match the existing as closely as possible when dry. Variation in colour may be noticeable when wet.

## 4.20

### **CONDITION**

BRICKS ARE DIFFERENT COLOURS

#### **Acceptable Performance/Condition**

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

#### **Warranty**

One-Year Work and Materials

#### **Action**

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

#### **Remarks**

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

## 4.21

### **CONDITION**

#### CRACKS IN EXTERIOR STUCCO WALL SURFACES

##### **Acceptable Performance/Condition**

Stucco that relies on face-sealing to shed water shall have no cracks or gaps that will allow water penetration.

Cracks are not unusual in exterior stucco wall surfaces. Stucco on a drained cladding system shall not have unintentional gaps or cracks visible from a distance of not less than 6 m under dry conditions.

##### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance is not covered by the warranty.

##### **Action**

Stucco finish not meeting the acceptable condition shall be repaired.

##### **Remarks**

Stucco includes traditional Portland cement-based stucco as well as synthetic stucco whether forming part of an exterior insulation and finish system (EIFS) or not. Caulking and sealants require regular maintenance to ensure effectiveness. The colour or texture of repaired areas should match the existing as closely as possible.

## **4.22**

### **CONDITION**

EXTERIOR STUCCO IS PEELING OR BUBBLING

### **Acceptable Performance/Condition**

Stucco on exterior walls shall not separate from its base.

### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance is not covered by the warranty.

### **Action**

Stucco not meeting the acceptable condition shall be repaired.

### **Remarks**

Stucco separating from its base may indicate a problem with trapped moisture. Caulking and sealants require regular maintenance to ensure effectiveness. The colour or texture of repaired areas shall match the existing so as not to be visible from a distance of 6 m under normal lighting conditions.

**4.23**

**CONDITION**

STUCCO COLOUR VARIATION

**Acceptable Performance/Condition**

Slight variations are acceptable across the entire stucco surface.

**Warranty**

None.

**Action**

None.

**Remarks**

There may be some variations in the stucco colour and this may be more noticeable with darker colours.

## 4.24

### **CONDITION**

EXTERIOR WOOD TRIM IS SPLIT

### **Acceptable Performance/Condition**

Exterior wood trim may split; cracks visible from 6 m under normal lighting conditions, or cracks resulting in displacement or detachment, are not acceptable.

### **Warranty**

One-Year Work and Materials

Cracks resulting from normal shrinkage of materials caused by drying after construction, or normal wear and tear are not covered by the warranty.

### **Action**

Trim not meeting the acceptable condition shall be repaired.

### **Remarks**

Some manufactured products may have intentional splits for aesthetic purposes.

**4.25**

**CONDITION**

EXTERIOR WOOD TRIM IS BOWED, TWISTED OR CUPPED

**Acceptable Performance/Condition**

Exterior wood trim shall not warp, twist or cup. Loose trim or trim that falls off is not acceptable.

**Warranty**

One-Year Work and Materials

**Action**

Trim not meeting the acceptable condition shall be repaired.

**Remarks**

None.



## 4.26

### **CONDITION**

PAINT ON REPAIRED AREAS DOESN'T MATCH

#### **Acceptable Performance/Condition**

Repainted areas shall match the original finished surface for colour, sheen and texture as closely as possible and be a properly painted surface. The repainted area shall be assessed by viewing, without magnification, from a minimum perpendicular distance of 1500 mm under normal lighting conditions and from a normal viewing position.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Repainted areas not meeting the acceptable condition shall be repaired.

#### **Remarks**

Exact matches cannot be reasonably expected due to aging and environmental soiling. The extent of the repainting may have to be considered to ensure the match is as close as possible.

## 4.27

### **CONDITION**

EXTERIOR PAINT, STAIN OR CLEAR FINISH BLISTERS AND PEELS

#### **Acceptable Performance/Condition**

Exterior paint, stain or clear finishes shall not deteriorate to the extent of exposing the substrate beneath; surfaces subject to foot traffic are exempt from this requirement.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Paint or stain not meeting the acceptable performance shall be repaired.

#### **Remarks**

Weathering of painted, stained or clear-coated exterior surfaces is normal. Discolouration of the wood beneath is evidence of failed clear finish. Excessive moisture in the substrate can contribute to premature finish deterioration.

**4.28**

**CONDITION**

EXTERIOR PAINT OR STAIN HAS FADED

**Acceptable Performance/Condition**

Exterior paints and stains shall not fade or discolour in an uneven or random manner.

**Warranty**

One-Year Work and Materials

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

**Action**

Exterior paints and stains not meeting the acceptable condition shall be repaired.

**Remarks**

Fading of exterior paints and stains is normal and the degree of fading depends on environmental conditions, e.g. southern exposures. Exact matches of repainted areas cannot be expected due to aging and environmental soiling of the original finish.

## 4.29

### **CONDITION**

MOULD OR MILDEW IS VISIBLE ON EXTERIOR PAINTED SURFACES

### **Acceptable Performance/Condition**

Painted or finished surfaces shall be free of visible mould and mildew.

### **Warranty**

One-Year Work and Materials

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

### **Action**

Exterior painted surfaces not meeting the acceptable performance shall be repaired.

### **Remarks**

Mould or mildew is common in the natural environment. It can often form on painted surfaces and can usually be removed during normal home maintenance.

## 4.30

### **CONDITION**

UNSEALED GAPS BETWEEN DISSIMILAR CLADDING MATERIALS AND PENETRATIONS THROUGH CLADDING

### **Acceptable Performance/Condition**

Gaps allowing water penetration into the building envelope shall be sealed in accordance with the Building Code.

### **Warranty**

One-Year - Work and Materials

Two-Year - Building Envelope Water Penetration

Damage resulting from improper maintenance is not covered by the warranty.

### **Action**

Cladding not meeting the acceptable condition shall be repaired.

### **Remarks**

Space between different cladding materials, and between penetrations is required to allow for movement but must be weathertight. Where rain screen principles are used in the cladding design, the sealing may be behind the surface of the cladding.

# **Module 5**

## **Roofs**

## 5.1

### **CONDITION**

ROOF RIDGE HAS SAGGED

#### **Acceptable Performance/Condition**

Roofs shall be constructed to ensure the ridge does not sag under normal design conditions in accordance with the Building Code. Roof ridge beam deflection greater than 25 mm in 2400 mm is considered excessive.

#### **Warranty**

One-Year Work and Materials

Five-Year Major Structural Defect

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

#### **Action**

Roofs not meeting the acceptable performance shall be repaired.

#### **Remarks**

## 5.2

### **CONDITION**

ROOF TRUSSES OR RAFTERS ARE BOWED

### **Acceptable Performance/Condition**

Roof framing members shall be sized and installed in accordance with the Building Code.

### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

### **Action**

Roof framing members not meeting the acceptable performance shall be repaired.

### **Remarks**

Deflection due to normal loading and bowing due to normal drying of wood framing materials is acceptable. Heavy loads of ice and snow can damage a roof. Normal home maintenance should include professional removal of heavy buildups of ice and snow. There may be some variation from truss to truss that are not structurally significant.



### 5.3

#### **CONDITION**

ROOF APPEARS WAVY

#### **Acceptable Performance/Condition**

Roof sheathing shall be sized and installed in accordance with the Building Code. Roof sheathing shall not bow more than 12 mm in 600 mm.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Roof sheathing not meeting the acceptable performance shall be repaired.

#### **Remarks**

Roof sheathing shall be installed with proper joint spacing and support. Waviness between framing members may occur even when sheathing is properly installed.

Frost patterns on a roof can give the appearance of waviness without the condition existing (e.g. frost outline on sheathing joints and over roof framing members).

## 5.4

### **CONDITION**

LEAKS DUE TO SNOW OR RAIN DRIVEN INTO THE ATTIC THROUGH LOUVRES OR VENTS

#### **Acceptable Performance/Condition**

Attic vents must be designed to prevent the entry of rain, snow and insects and they shall be installed in accordance with the Building Code.

#### **Warranty**

One-Year Work and Materials

Two-Year Building Envelope Water Penetration

Water penetration resulting from improper maintenance or an act of God is excluded from the warranty.

#### **Action**

Defective material or improper vent installation resulting in water penetration shall be repaired.

#### **Remarks**

During high wind pressures, precipitation may be driven into roof vents. Infiltration of wind driven rain and snow are not considered leaks and are beyond the control of the contractor. This condition is warranted only where there is a demonstrated defect in work or material supplied by the builder.

## **5.5**

### **CONDITION**

#### **ROOF OR FLASHING LEAKS**

##### **Acceptable Performance/Condition**

Roofs and their associated flashings shall allow no water penetration under normal weather conditions.

##### **Warranty**

One-Year Work and Materials

Two-Year Building Envelope Water Penetration

Water leakage resulting from improper maintenance or an act of God is excluded from the warranty. Damage to personal property or personal injury resulting from the water penetration is also excluded from the warranty.

##### **Action**

Defects allowing water penetration through the roof or any associated flashings shall be repaired.

##### **Remarks**

Ice dams can cause water leakage during the winter. This condition is warranted if the ice dam results from a demonstrated defect in work or material supplied by the builder. The homeowner must take immediate steps to prevent damage to their property and report any losses to their home insurance provider.

## 5.6

### **CONDITION**

INADEQUATE ATTIC VENTILATION

### **Acceptable Performance/Condition**

Attics shall be ventilated in accordance with the Building Code.

### **Warranty**

One-Year Work and Materials

Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the warranty.

### **Action**

Attics not meeting the acceptable condition shall be repaired.

### **Remarks**

Roof vents shall be kept free of obstructions. Inadequate attic ventilation can lead to heat and moisture problems. Snow covering roof vents can obstruct ventilation.

## 5.7

### **CONDITION**

#### ICE BUILDUP ON THE ROOF

#### **Acceptable Performance/Condition**

Ice and icicles are a natural occurrence on roofs.

#### **Warranty**

None.

Damage caused by improper maintenance is not covered by the warranty.

#### **Action**

The builder is not required to take any action.

#### **Remarks**

Ice dams and icicles occur when the roof surface is warm enough to melt the snow but the air temperature is cold enough to re-freeze the melt water. Natural weather patterns, building exposure, roof design and elevated attic temperatures, due to both the insulating effects of snow accumulation on the roof and air leakage from the interior of the building, can contribute to ice forming on roofs. Professional removal of buildups of ice and snow can help reduce the likelihood of water leaks.

See section 5.5 Roof or Flashing Leaks for water leakage resulting from ice dams.

This condition is warranted only where there is a demonstrated Building Code violation or a defect in work or material supplied by the builder.

## 5.8

### **CONDITION**

ROOF SHINGLES HAVE BLOWN OFF

### **Acceptable Performance/Condition**

Roof shingles shall be installed according to the Building Code and the Manufacturer's specifications for the type of shingles installed.

### **Warranty**

One-Year Work and Materials

Damage resulting from acts of God is not covered by the warranty.

### **Action**

Roof shingles not meeting the acceptable performance shall be repaired.

### **Remarks**

Severe weather and wind gusts can sometimes exceed the design limitations of the shingles. Different shingle types and materials have varying abilities to resist these forces.

## 5.9

### **CONDITION**

TABS ON ASPHALT SHINGLES ARE NOT LINED UP

#### **Acceptable Performance/Condition**

Shingles shall be installed to provide a generally uniform pattern when viewed from a normal viewing position on the ground from any given location and shall conform to guidelines suggested by the manufacturer.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Shingles not meeting the acceptable condition shall be repaired.

#### **Remarks**

The primary role of roofing is to protect the building from the weather. Slight variation in the appearance of the roof is acceptable.

## **5.10**

### **CONDITION**

ASPHALT SHINGLES NOT SEALED

### **Acceptable Performance/Condition**

Asphalt shingles and self-sealing asphalt shingles shall be secured according to the Building Code and manufacturer's specifications.

### **Warranty**

One-Year Work and Materials

### **Action**

Shingles not meeting the acceptable condition shall be repaired.

### **Remarks**

Asphalt shingles installed in temperatures below 5°C will seal when warmer temperatures return. In the short term, unsealed shingles should not affect the weather protection provided by the roof.



## 5.11

### **CONDITION**

ASPHALT SHINGLE EDGES ARE CURLED OR CUPPED

### **Acceptable Performance/Condition**

Asphalt shingle edges and corners need not be completely flat. Edges and corners that curl or cup to expose the uncoloured portion of the shingle below are not acceptable.

### **Warranty**

One-Year Work and Materials

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

### **Action**

Shingles not meeting the acceptable condition shall be repaired.

### **Remarks**

Adequate attic ventilation is necessary to prevent excessive solar heat buildup in the attic that can contribute to curling and cupping.

## 5.12

### **CONDITION**

ASPHALT SHINGLES EITHER DO NOT OVERHANG THE EDGE OF THE ROOF  
OR HANG OVER TOO FAR

### **Acceptable Performance/Condition**

The starter strip shall overhang roof edges by not less than 12 mm according to the Building Code; the shingles shall not overhang the roof edge to the extent that they curl.

### **Warranty**

One-Year Work and Materials

### **Action**

Shingle overhangs not meeting the acceptable condition shall be repaired.

### **Remarks**

The edge of the roof includes the entire perimeter of the roof including gables.

## 5.13

### **CONDITION**

SHADING PATTERN IS VISIBLE ON AN ASPHALT SHINGLE ROOF

### **Acceptable Performance/Condition**

At installation, asphalt shingle roofs shall be installed so that any dye lot difference is minimized to provide a uniform roof appearance, when viewed from a normal viewing position on the ground without magnification by reflected light.

### **Warranty**

One-Year Work and Materials

### **Action**

Shingles not meeting the acceptable condition shall be repaired.

### **Remarks**

Shading variations resulting from dye lot difference are acceptable.  
See section 5.14 Variation in Colour After Repairs for colour and shading of local repairs.

## 5.14

### **CONDITION**

#### VARIATION IN COLOUR AFTER REPAIRS

#### **Acceptable Performance/Condition**

Shingles used in local repairs shall be of similar type, texture and colour. Variation resulting from fading or different dye lot is acceptable.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Shingles not meeting the acceptable condition shall be repaired.

#### **Remarks**

The primary role of roofing is to protect the building from the weather. Slight variation in the colour of the roof after a local repair may be unavoidable.

## **5.15**

### **CONDITION**

UNEVEN ROOF SHEATHING CAUSING VISIBLE IRREGULARITIES IN THE ROOF SURFACE

### **Acceptable Performance/Condition**

Asphalt shingle surfaces need not be completely flat. The roof sheathing shall provide an even surface free from thickness variations, holes, and debris that produce visible irregularities in the finished roof. The roof shall be viewed from a normal viewing position on the ground without magnification by reflected light.

### **Warranty**

One-Year Work and Materials

### **Action**

Roofs not meeting the acceptable condition shall be repaired.

### **Remarks**

Visible irregularities shall be significant enough to suggest a defective condition.

## **5.16**

### **CONDITION**

ROOFING NAILS ARE EXPOSED

### **Acceptable Performance/Condition**

Roofing nails shall be covered by overlapping shingles or by sealing.

### **Warranty**

One-Year Work and Materials

### **Action**

Roofs with nails not meeting the acceptable condition shall be repaired.

### **Remarks**

The overlying shingle must cover the nails to ensure adequate weather protection. Sealant applied to nails shall not detract from the overall uniform roof appearance.

## **5.17**

### **CONDITION**

WATER IS TRAPPED UNDER ROOFING MEMBRANE

### **Acceptable Performance/Condition**

Water shall not become trapped under built-up or single-ply roofing membranes.

### **Warranty**

One-Year Work and Materials

Two-Year Building Envelope Water Penetration

### **Action**

Roofing not meeting the acceptable condition shall be repaired.

### **Remarks**

None.

## **5.18**

### **CONDITION**

ASPHALT ROLL ROOFING IS BLISTERED BUT DOES NOT ADMIT WATER

### **Acceptable Performance/Condition**

Roll roofing may blister under normal weather conditions. Blisters that result in water penetration are not acceptable.

### **Warranty**

One-Year Work and Materials

### **Action**

Roofing not meeting the acceptable condition shall be repaired.

### **Remarks**

Surface blistering of roll roofing may be caused by solar heating and humidity.



## **5.19**

### **CONDITION**

STANDING WATER ON A FLAT ROOF

#### **Acceptable Performance/Condition**

Flat roofs shall be installed to drain water.

Standing water on roofs designed for water retention is acceptable.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Roofs not meeting the acceptable condition shall be repaired.

#### **Remarks**

Flat roofs typically are slow to drain and should be constructed to handle exposure to standing water over short terms. Municipalities can require flow control devices to be installed on roof drains. Some standing water is normal and should generally dissipate after a few days.

## **5.20**

### **CONDITION**

EAVESTROUGHS OR DOWNSPOUTS LEAK

#### **Acceptable Performance/Condition**

Eavestroughs and downspouts shall not leak at joints.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Eavestroughs and downspouts not meeting the acceptable performance shall be repaired.

#### **Remarks**

Gutters and downspouts must not leak but gutters may overflow during heavy rains. It is the homeowner's responsibility to keep gutters and downspouts free of debris.

## 5.21

### **CONDITION**

#### EAVESTROUGHS OVERFLOW DURING NORMAL RAIN

##### **Acceptable Performance/Condition**

Eavestroughs shall be installed in accordance with municipal requirements (where applicable) with a slope to downspouts or drains. Eavestroughs may overflow during a rain as a result of converging water flows.

##### **Warranty**

One-Year Work and Materials

Damage resulting from normal wear and tear or an act of God is excluded from the warranty.

##### **Action**

Eavestroughs not meeting the acceptable condition shall be repaired.

Overflow resulting from inadequate slope or non-conformance with municipal requirements is subject to the warranty.

##### **Remarks**

The homeowner shall keep eavestroughs and downspouts free from environmental debris or physical damage that could cause blockage or restrict water flow.

## 5.22

### **CONDITION**

#### EAVESTROUGHS OR DOWNSPOUTS NOT PERFORMING PROPERLY

#### **Acceptable Performance/Condition**

Where provided, eavestroughs and downspouts shall collect water from the roof and drain it to grade. Where downspouts are not connected to a sewer, extensions shall be provided to carry rainwater away from the building in a manner that will prevent soil erosion.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Eavestroughs and downspouts not meeting the acceptable performance shall be repaired.

#### **Remarks**

Normal home maintenance includes keeping the downspout extensions in place or swiveled to the down position where they are hinged. Eavestroughs and downspouts must be kept free of debris that can clog the system. Extensions may include splash pads set on the ground.

## **5.23**

### **CONDITION**

EAVESTROUGHS DON'T DRAIN COMPLETELY

#### **Acceptable Performance/Condition**

Eavestroughs shall generally slope to drains.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance is not covered by the warranty.

#### **Action**

Eavestroughs not meeting the acceptable condition shall be repaired.

#### **Remarks**

Under normal rainfall conditions and when gutter is unobstructed by debris, the water level should not exceed 25 mm in depth. Industry practice is to install gutter approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

## 5.24

### **CONDITION** SKYLIGHT LEAKS

#### **Acceptable Performance/Condition**

Skylights shall be installed in accordance with the manufacturer's specifications and shall not allow water penetration.

#### **Warranty**

Two-Year Building Envelope Water Penetration

Damage resulting from dampness or condensation due to failure by the homeowner to maintain adequate ventilation is not covered by the warranty.

#### **Action**

Skylights not meeting the acceptable performance shall be repaired.

#### **Remarks**

Condensation on the interior surfaces of a Skylight may occur if indoor relative humidity is high.

Condensation is not considered indicative of a defective condition.

# **Module 6**

# **Plumbing**

## 6.1

### **CONDITION**

PIPES ARE LEAKING

#### **Acceptable Performance/Condition**

Domestic water supply and drainpipes shall not leak.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

Secondary damage caused by defects, such as damage to personal property or personal injury, is excluded from the warranty.

#### **Action**

Pipes not meeting the acceptable performance shall be repaired.

#### **Remarks**

Condensation on piping should not be mistaken for a leaking pipe. Condensation on coldwater supply pipes is not covered by the warranty. High indoor humidity is the main cause of condensation on pipes. If a leak is detected in a water supply pipe, the main water supply valve should be turned off immediately until the builder's representative can assess the condition.



## 6.2

### **CONDITION**

FAUCET OR FIXTURE IS LEAKING

#### **Acceptable Performance/Condition**

Faucets or plumbing fixtures shall not leak, drip or run on when fully closed or shut off.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance, normal wear and tear, or additions, deletions or alterations made by the homeowner is excluded from the warranty.

Secondary damage caused by defects, such as damage to personal property or personal injury, is excluded from the warranty.

#### **Action**

Faucets or fixtures not meeting the acceptable performance shall be repaired.

#### **Remarks**

Confirm proper operation of faucets and fixtures during the walk-through and record any malfunction on the Certificate of Possession Form, to avoid any dispute about whether the damage was caused by the builder. Some manufacturers of plumbing products offer warranties on their products that extend beyond the one-year warranty. If a leak occurs after the one-year warranty, service may be available from the manufacturer.

## 6.3

### **CONDITION**

PLUMBING PIPES ARE FROZEN AND/OR BURST

#### **Acceptable Performance/Condition**

Plumbing pipes shall be protected from freezing in accordance with the Building Code.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

Personal property damage caused by defects, such as property damage or personal injury, is excluded from the warranty.

#### **Action**

Plumbing pipes not meeting the acceptable condition shall be repaired.

#### **Remarks**

Homes must be kept at temperatures to prevent freezing at all times. If this is not possible, proper precautions should be taken to prevent freezing such as shutting off and draining the water supply system. For exterior hose bibs, shut off any associated interior valves and leave the exterior valve open as part of a regular seasonal maintenance program. Garden hoses must also be disconnected from the exterior hose bib. If a burst pipe is detected in a water supply pipe, the main water supply valve should be turned off immediately until the builder's representative can assess the condition.

## **6.4**

### **CONDITION**

#### **BATHTUB OR SHOWER LEAKS**

##### **Acceptable Performance/Condition**

Bathtubs and showers shall be installed in accordance with manufacturer's specifications so they do not leak.

##### **Warranty**

###### **One-Year Work and Materials**

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty. Secondary damage caused by defects, such as damage to personal property or personal injury, is excluded from the warranty.

##### **Action**

Bathtubs or showers not meeting the acceptable performance shall be repaired.

##### **Remarks**

Caulking and seals around bathtubs and shower enclosures and entry door seals require regular homeowner inspection and maintenance to prevent leaks. If a leak is detected in a water supply pipe, the main water supply valve should be turned off immediately until the builders representative can assess the condition.

**6.5**

**CONDITION**

CONDENSATION APPEARS ON WATER SUPPLY PIPES AND TOILETS

**Acceptable Performance/Condition**

Condensation on water supply pipes and toilets may occur when indoor relative humidity is high.

**Warranty**

None.

**Action**

None.

**Remarks**

Condensation may appear on water supply lines and toilets from time to time and is normal.

## 6.6

### **CONDITION**

#### NOISY WATER PIPES OR WATER HAMMER

##### **Acceptable Performance/Condition**

Water supply pipes shall be installed to minimize the effects of water hammer and in accordance with the Building Code.

Drainage pipes shall be installed in accordance with the Building Code.

##### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty. Secondary damage caused by defects, such as damage to personal property or personal injury, is excluded from the warranty.

##### **Action**

Plumbing pipes not meeting the acceptable performance shall be repaired.

##### **Remarks**

Hammering of water supply pipes during normal operation may indicate a problem and should be investigated. A sudden thump or bang of water supply pipes when a faucet or fixture is closed abruptly is normal and not covered by the warranty.

Slight ticking sounds coming from copper hot water supply pipes as they expand are normal and are not covered by the warranty.

The sound of water flowing through drainage pipes is normal and not covered by the warranty.

## 6.7

### **CONDITION**

#### DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS

##### **Acceptable Performance/Condition**

Plumbing fixtures, appliances or trim fittings shall be free of both visual and performance defects.

##### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance is excluded from the warranty.

##### **Action**

Defective products shall be repaired or replaced.

##### **Remarks**

Confirm proper operation of plumbing fixtures during the walk-through and record any malfunction on the Certificate of Possession Form, to avoid any dispute about whether the damage was caused by the builder. Plumbing fixtures, appliances or trim fittings must be maintained in accordance with the manufacturers instructions.

## 6.8

### **CONDITION**

#### CRACKING OR CHIPPING OF PORCELAIN, ENAMEL OR FIBREGLASS SURFACES

#### **Acceptable Performance/Condition**

Surfaces exposed to view shall be free from visible damage at the time of the walk-through.

#### **Warranty**

One-Year Work and Materials

Damage not recorded on the Certificate of Possession Form is excluded from the warranty, unless the homeowner is able to establish that the damage was caused by the builder.

Damage resulting from normal wear and tear is excluded from the warranty.

#### **Action**

Visible damage shall be repaired.

#### **Remarks**

Identify any damaged porcelain, enamel or fibreglass surfaces on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Maintain porcelain, enamel or fibreglass surfaces in accordance with the manufacturers instructions.

Professional re-finishing of porcelain, enamel or fiberglass surfaces are acceptable repairs. The colour/texture of repaired areas shall match the existing as closely as possible.

## 6.9

### **CONDITION**

LIGHTWEIGHT (FIBREGLASS AND ACRYLIC) BATHTUB OR SHOWER BASE  
FLEXES AND CREAKS

### **Acceptable Performance/Condition**

Lightweight bathtubs and showers may flex and creak when installed in accordance with Manufacturer's specifications.

### **Warranty**

One-Year Work and Materials

### **Action**

Bathtubs or showers with excessive flexing or creaking not meeting the acceptable condition shall be repaired.

### **Remarks**

Fibreglass and acrylic bathtubs and shower enclosures are lightweight yet strong. Flexing or creaking sounds can often be heard especially in large soaker-type tubs as they are filled and emptied. These fixtures are designed to withstand this type of flexing; it does not generally represent a manufacturing or installation defect.



## 6.10

### **CONDITION**

MANUFACTURED SOLID-SURFACE COUNTERTOP (INTEGRATED BASIN)  
CRACKS AT THE DRAIN

### **Acceptable Performance/Condition**

Manufactured solid-surface countertops shall be installed to prevent stress cracking and in accordance with the manufacturer's specifications.

### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

### **Action**

Manufactured solid-surface countertops not meeting the acceptable performance shall be repaired.

### **Remarks**

Identify any damaged countertops during the walk-through and record any damage on the Certificate of Possession Form, to avoid any dispute about whether the damage was caused by the builder. Manufactured solid-surface countertops can be brittle and damaged by impact. Over-tightening of drains or fasteners may cause stress cracks. Care should be taken when cleaning or servicing to prevent cracking or chipping.

## **6.11**

### **CONDITION**

TOILET TAKES MORE THAN ONE FLUSH TO EMPTY

#### **Acceptable Performance/Condition**

Toilets (water closets) shall flush waste into the drainage system.

#### **Warranty**

One-Year Work and Materials

Drain restrictions due to improper maintenance are excluded from the warranty.

#### **Action**

Where defective installation or product is determined repairs shall be made.

#### **Remarks**

Newer low-volume toilets use less water to flush waste than older models, making their operation more sensitive to the effects of the:

- amount of waste
- amount of paper
- volume of water in the tank

As a result, multiple flushes may be required.

## 6.12

### **CONDITION**

SEWER, DRAINS OR FIXTURES BLOCKED

#### **Acceptable Performance/Condition**

Sanitary drainage systems and fixtures shall drain waste products to a public sanitary sewer or private sewage disposal system without interruption.

#### **Warranty**

One-Year Work and Materials

Damage caused by blocked sanitary drainage systems resulting from vegetation (e.g., tree roots), alterations made by the homeowner, improper maintenance or use, or caused by municipal services or other utilities is excluded from the warranty.

#### **Action**

Complete failure of sanitary drainage systems is considered to be an emergency. The builder shall effect repairs within 24 hours of receiving notice from the homeowner. If the homeowner cannot contact the builder or the subtrade, the homeowner must take steps to mitigate the damage.

If the homeowner expects to be reimbursed for repairs, the repairs must be documented to clearly identify the nature of the problem and repair and be illustrated with photographs. The builder is only responsible for reimbursement where the cause of failure results from work or material supplied by the builder. In all other cases, the homeowner is responsible for the cost of repairs.

#### **Remarks**

None

# **Module 7**

# **Electrical**

## 7.1

### **CONDITION**

#### CIRCUIT BREAKERS TRIP

##### **Acceptable Performance/Condition**

Electrical circuits shall be installed in accordance with the Electrical Code.

##### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

Secondary damage caused by defects, such as damage to personal property or personal injury, is excluded from the warranty.

##### **Action**

Electrical circuits not meeting the acceptable performance shall be repaired.

##### **Remarks**

Circuit breakers protect electrical wiring from overloading. Frequent tripping of circuit breakers or blown fuses could result from faulty appliances and should be investigated.

Some appliances have special power requirements.

Care should be taken not to overload or bypass electrical circuits. Personal injury or fire can result. Typical household wiring is installed to accommodate residential electrical loads.

Specific requirements should be discussed with the builder prior to installation.

## 7.2

### **CONDITION**

GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) TRIPS FREQUENTLY

#### **Acceptable Performance/Condition**

GFCIs shall be installed in accordance with the Electrical Code.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

#### **Action**

Electrical circuits protected by a GFCI not meeting the acceptable condition shall be repaired.

#### **Remarks**

GFCIs are sensitive safety devices installed to provide protection against electrical shock, especially in wet areas. These devices can be tripped and reset easily. Frequent tripping may indicate an appliance fault and should be investigated.

GFCIs are often interconnected with plain receptacles to protect an entire circuit.

### 7.3

#### **CONDITION**

ELECTRICAL OUTLETS OR SWITCHES DON'T WORK

#### **Acceptable Performance/Condition**

Electrical outlets and switches shall be installed in accordance with manufacturer's specifications and the Electrical Code.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

Secondary damage caused by defects, such as damage to personal property or personal injury, is excluded from the warranty.

#### **Action**

Electrical outlets and switches not meeting the acceptable performance shall be repaired.

#### **Remarks**

None

## 7.4

### **CONDITION**

ELECTRICAL FIXTURE DOESN'T WORK

#### **Acceptable Performance/Condition**

Electrical fixtures supplied and installed by the builder shall be installed in accordance with the manufacturer's specifications and the Electrical Code.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

Secondary damage caused by defects, such as damage to personal property or personal injury, is excluded from the warranty.

#### **Action**

Electrical fixtures not meeting the acceptable performance shall be repaired.

#### **Remarks**

None



## 7.5

### **CONDITION**

RECEPTACLE/SWITCH COVER PLATE IS NOT FLUSH WITH THE WALL

### **Acceptable Performance/Condition**

Electrical receptacles/switches shall be installed so that the cover plate sits generally flush with the adjacent wall surface.

### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

### **Action**

Receptacles/switch cover plates not meeting the acceptable condition shall be repaired.

### **Remarks**

None.

## 7.6

### **CONDITION**

EXHAUST FAN DUCT TERMINATES IN ATTIC OR CRAWL SPACE

### **Acceptable Performance/Condition**

Exhaust fans shall be ducted to the exterior in accordance with the Building Code.

### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

### **Action**

Exhaust fans not meeting the acceptable performance shall be repaired.

### **Remarks**

Exhaust fans and clothes dryers should never be ducted into heated or unheated enclosed spaces such as basements, attics and soffits, or attached garages. Moisture buildup in these areas can cause damage.

## 7.7

### **CONDITION**

INTERIOR LIGHT FIXTURE HAS DEFECTIVE FINISH

### **Acceptable Performance/Condition**

Interior light fixtures supplied and installed by the builder shall not have a defective finish.

### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

### **Action**

Light fixtures not meeting the acceptable condition shall be repaired.

### **Remarks**

Discolouration may occur due to the normal operation of the fixture. Exceeding the manufacturer's specification for bulb wattage may also cause discolouration, which is not covered by the warranty.

## 7.8

### **CONDITION**

CEILING FAN VIBRATES AND IS NOISY

### **Acceptable Performance/Condition**

Ceiling fans shall be installed and maintained in accordance with the manufacturer's installation instructions.

### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance, *normal* wear and tear, or additions, deletions or alterations made by the homeowner is excluded from the warranty.

### **Action**

Ceiling fans not meeting the acceptable performance shall be repaired.

### **Remarks**

Some vibration is normal. Excessive vibration shall be repaired.

**Module 8**

**Interior Climate**

**Control**

## 8.1

### **CONDITION**

DRAFT FELT AT ELECTRICAL OUTLET

### **Acceptable Performance/Condition**

Electrical boxes on exterior walls that penetrate the air barrier system shall be installed to prevent air infiltration.

### **Warranty**

One-Year Work and Materials

### **Action**

Electrical boxes not meeting the acceptable condition shall be repaired.

### **Remarks**

Minor drafts may occur around electrical outlets or receptacles on exterior walls, particularly when it is cold or windy. Convection air movement may simulate draft conditions.

## 8.2

### **CONDITION**

#### AIR INFILTRATION THROUGH WINDOWS AND DOORS

##### **Acceptable Performance/Condition**

Windows and doors shall meet the rating for weathertightness required by the Building Code.

##### **Warranty**

One-Year Work and Materials

##### **Action**

Ensure the window or door has been tested to meet the required weathertightness rating. Adjust weatherstripping and/or hardware to reduce air leakage by ensuring positive contact along the weather seal.

##### **Remarks**

Doors and windows must be properly closed to ensure positive contact with weatherstripping.

Doors and windows are manufactured to meet specifications for weathertightness and are designed to withstand reasonable wind loads. Minor air infiltration may occur during very windy conditions.

Weatherstripping becomes worn with use and should be inspected and replaced by the homeowner on a regular basis.

Interior air movement caused by convection should not be confused with actual air leakage through the window and doors.

### 8.3

#### **CONDITION**

KITCHEN OR BATH FANS ALLOW COLD AIR INFILTRATION OR DRAFTS

#### **Acceptable Performance/Condition**

Kitchen and bath exhaust fans shall be installed with backdraft dampers as per manufacturers specifications.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

#### **Action**

Kitchen and/or bath exhaust fans not meeting the acceptable condition shall be repaired.

#### **Remarks**

Because they are connected to the exterior by a duct, ventilation fans are indirectly open to outside air. Even though these types of fans come equipped with dampers, they are not completely effective at eliminating cold air infiltration. Sometimes they can become obstructed and not close fully. As part of regular home maintenance, vent terminations on exterior walls should be inspected periodically to ensure the openings are not obstructed (e.g. by birds or other animals).



## 8.4

### **CONDITION**

#### CONDENSATION IN ATTIC SPACE

#### **Acceptable Performance/Condition**

Condensation may occur in attics but these occurrences should be infrequent and without any adverse effect on the building.

#### **Warranty**

One-Year Work and Materials

Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the warranty.

#### **Action**

None.

#### **Remarks**

Attic spaces shall be ventilated in accordance with the Building Code. Condensation in attics may indicate either a lack of ventilation through the attic or high humidity within the home.

## 8.5

### **CONDITION**

#### CONDENSATION AND/OR FROST ON WINDOWS

#### **Acceptable Performance/Condition**

Condensation may occur on interior window surfaces.

#### **Warranty**

None.

Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the warranty.

#### **Action**

None.

#### **Remarks**

Condensation occurs when water vapour in indoor air contacts cool surfaces such as window glass. Condensation on interior window surfaces is common during cold seasons. When outdoor temperatures are well below freezing, ice may form at the bottom of the window. Since it is important for homeowners to maintain proper humidity levels within the home to prevent damage to other components such as hardwood flooring and for physical health, some condensation on windows may be expected. Indoor humidity levels may be controlled by dehumidification, ventilation or air conditioning. Interior air moving over the windows can help control condensation. Heavy draperies or window coverings that cover windows and block heat diffusers can prevent air flow. Running the furnace fan continuously can also help to control condensation on windows.

## 8.6

### **CONDITION**

#### CONDENSATION ON INTERIOR DUCTWORK AND AIR HANDLING EQUIPMENT

#### **Acceptable Performance/Condition**

Condensation may occur on indoor ductwork and air handling equipment.

#### **Warranty**

None.

Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the warranty.

#### **Action**

None.

#### **Remarks**

This condition may occur in the summer when air conditioning equipment is operating or in winter when ducts are chilled by incoming outdoor air. For example, condensation may occur on range hood exhaust ducts during cold outdoor temperatures.

## 8.7

### CONDITION

#### INADEQUATE HEATING

#### Acceptable Performance/Condition

Heating systems shall be capable of maintaining an indoor air temperature of:

- a) 22°C in living spaces and
- b) 18°C in unfinished basements
- c) 15°C in crawl spaces;

at the design temperature for the geographical location.

#### Warranty

One-Year Work and Materials

Damage resulting from alterations, deletions or additions made by the homeowner and from improper maintenance is excluded from the warranty.

#### Action

Where the heating system is not capable of maintaining the prescribed temperature, repairs shall be made.

#### Remarks

Several factors affect living space temperatures:

- 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 the supply outlet in a room to a return inlet or undercut door is essential. Generally, a minimum 25 mm space under interior doors above the finished floor covering should be provided.
- Personal preference - personal comfort differs between individuals.
- Improper setting of programmable thermostat.

Balancing the air delivery system may not completely compensate for the effects of these factors. In determining the temperature of a room, measurements shall be taken in the center of the room at 1500 mm above the floor after the heating system has been running continuously for at least 20 minutes.

Heat loss calculations and duct designs assist in determining the furnace size and adequacy of the heating system.

**8.8**

**CONDITION**

NOISY DUCTWORK

**Acceptable Performance/Condition**

Ductwork may make noise as it expands and contracts during heating and cooling cycles.

**Warranty**

None.

**Action**

None.

**Remarks**

When metal is heating, it expands and when it is cooled, it contracts. The result is "ticking" or "cracking" which is generally to be expected. No builder responsibility.

## 8.9

### **CONDITION**

DUCTWORK MAKES NOISE WHEN FLOOR IS WALKED ON  
COMMONLY KNOWN AS OIL CANNING

### **Acceptable Performance/Condition**

Ductwork shall be constructed and installed to prevent oil canning.

### **Warranty**

One-Year Work and Materials

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

### **Action**

Ductwork not meeting the acceptable performance shall be repaired.

### **Remarks**

Weight transfer on floors over metal ductwork can sometimes result in a temporary deflection of the metal ductwork. Shrinkage of floor joists may cause oil canning.

## **8.10**

### **CONDITION**

NOISE CAN BE HEARD AT REGISTER

#### **Acceptable Performance/Condition**

Floor registers and cold air return grilles shall be installed to prevent rattling.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance, or from additions, deletions or alterations made by the homeowner is excluded from the warranty.

#### **Action**

Floor registers or cold air return grilles not meeting the acceptable condition shall be repaired.

#### **Remarks**

The sound of air movement at floor registers or cold air return grilles is normal, but they should not rattle under normal use.

## 8.11

### **CONDITION**

DUCTWORK COMES APART

#### **Acceptable Performance/Condition**

Ductwork shall be joined and supported to prevent separation or detachment and maintain joint integrity.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance, or from additions, deletions or alterations made by the homeowner is excluded from the warranty.

#### **Action**

Ductwork not meeting the acceptable condition shall be repaired.

#### **Remarks**

Ductwork shall remain intact and securely fastened.



## 8.12

### **CONDITION**

CONDENSATE LINE IS BLOCKED

### **Acceptable Performance/Condition**

Condensate lines from furnaces, air conditioning condenser coils and heat recovery ventilators shall be free from blockage.

### **Warranty**

One-Year Work and Materials

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

### **Action**

Condensate lines not meeting the acceptable condition shall be repaired.

### **Remarks**

No builder responsibility. Condensation lines will clog eventually under normal use. This is a homeowner maintenance item. Builder shall provide unobstructed condensation lines at time of occupancy.

## 8.13

### **CONDITION**

AIR CONDITIONING COOLANT LINE LEAKS

#### **Acceptable Performance/Condition**

Air conditioning systems supplied and installed by the builder shall not leak.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance, or from additions, deletions or alterations made by the homeowner is excluded from the warranty.

#### **Action**

Air conditioning systems not meeting the acceptable condition shall be repaired.

#### **Remarks**

None.

## 8.14

### **CONDITION**

THERE ARE GAPS BETWEEN HEAT DIFFUSERS, COLD AIR RETURN GRILLES AND VENTILATION GRILLES AND THE ADJACENT SURFACE

### **Acceptable Performance/Condition**

Heat diffusers, cold air return grilles and ventilation intake grilles shall be installed securely and be generally flush with the adjacent surface. Minor gaps between the diffuser or grille and the adjacent surface are acceptable.

### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance, or from additions, deletions or alterations made by the homeowner is excluded from the warranty.

### **Action**

Heat diffusers, cold air return grilles and ventilation grilles not meeting the acceptable condition shall be repaired.

### **Remarks**

None.

## 8.15

### **CONDITION**

BLOCKAGE OF INTAKE OR EXHAUST OF HIGH EFFICIENCY FURNACE

#### **Acceptable Performance/Condition**

Warm, moist air that is exhausted can condense and freeze at the exterior vent of the house. Blockage of the intake from snow buildup can cause improper operation as well. There is little if anything that can be done to prevent this from happening.

#### **Warranty**

None.

#### **Action**

None.

#### **Remarks**

This is a homeowner maintenance issue. The homeowner must periodically check for ice and snow build-up and remove it as necessary.

## 8.16

### **CONDITION**

HEATING, VENTILATING OR AIR CONDITIONING (HVAC) SYSTEMS NOT INSTALLED PROPERLY

### **Acceptable Performance/Condition**

HVAC appliances shall be installed to meet the manufacturer's specifications and the Building Code. Ductwork and piping shall be joined and supported to maintain joint integrity.

### **Warranty**

One-Year Work and Materials

Damage resulting from alterations, deletions or additions by the homeowner, or improper maintenance, is excluded from the warranty.

### **Action**

Where builder-supplied and installed appliances, ductwork and piping do not meet the acceptable performance, repairs shall be made.

### **Remarks**

Confirm proper operation of the HVAC system during the walk-through. Defects discovered after the walk-through will be covered by the warranty if they result from the builder's work. Appliances such as the furnace and water heater are located at the discretion of the builder within the requirements of the governing authority. Duct tape is not generally required.

## 8.17

### **CONDITION**

#### INADEQUATE COOLING

#### **Acceptable Performance/Condition**

Cooling systems shall be capable of maintaining an indoor air temperature of 24°C at the design temperature for the geographical location.

#### **Warranty**

One-Year Work and Materials

Defects in materials, design and work supplied by the homeowner, and damage resulting from improper maintenance, or from alterations, deletions or additions made by the homeowner are excluded from the warranty.

#### **Action**

Where builder-supplied and installed appliances, ductwork and piping do not meet the acceptable performance, repairs shall be made.

#### **Remarks**

Sustained high outdoor temperatures exert large loads on cooling equipment; indoor temperatures will rise until outdoor temperatures return to design levels. Skylights and large window areas can allow sunlight and heat to transfer easily into the home. Temperatures tend to vary in a multi-storey home due to normal air movement patterns. Heat gain calculations and duct designs assist in determining the equipment size and adequacy of the cooling system. Cooling is not a requirement of the Building Code.

**Module 9**

**Wall & Ceiling**

**Finish**

## 9.1

### **CONDITION**

CEILING IS UNEVEN

#### **Acceptable Performance/Condition**

Where an isolated sag, bulge or area of waviness appears and is not a structural problem, the variation from the specified plane shall not exceed  $\pm 12$  mm. Surface imperfections due to slight variations in levelness of joints or trusses supporting ceiling board are beyond the builder's control.

#### **Warranty**

One-Year Work and Materials

Undulations caused by normal shrinkage of materials due to drying after construction are excluded from the warranty.

#### **Action**

Sags or waves in ceilings greater than the Acceptable performance shall be repaired.

#### **Remarks**

Even when installed according to the Building Code, it is not unusual to see undulation in drywalled ceilings due to joint finishing. This occurrence can be exaggerated by particular or critical lighting conditions and glossy finishes. Spray-applied textures and matte finishes minimize this condition.

Some undulations may also be caused by truss uplift and applying ceiling drywall over major structural components such as beams. See section 9.5 Ceiling/Wall Joint Separation Commonly Referred to as Truss Uplift.



## 9.2

### **CONDITION**

CEILING TEXTURE IS UNEVENLY APPLIED

#### **Acceptable Performance/Condition**

In a room or area, applied ceiling texture (i.e. stipple) shall appear generally uniform when viewed from a normal viewing position under normal lighting conditions.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Ceiling texture not meeting the Acceptable condition shall be repaired. The colour and texture of a patched area may not match the surrounding area exactly.

#### **Remarks**

Minor variation in texture is normal with randomly applied finishing materials.

### 9.3

#### **CONDITION**

GYPSUM WALLBOARD CORNERS ARE UNEVEN

#### **Acceptable Performance/Condition**

Gypsum wallboard corners shall appear generally even and uniform when viewed under normal lighting conditions from a normal viewing position.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Joints not meeting the condition shall be repaired.

#### **Remarks**

Minor waviness may be more apparent in corners that are not right-angled and is Acceptable. Dark coloured paint may result in minor variations being highlighted.

## 9.4

### **CONDITION**

#### CRACKS IN INTERIOR WALL AND CEILING SURFACES

#### **Acceptable Performance/Condition**

Interior drywall shall be installed to minimize cracking of joints, corners and corner beads.

#### **Warranty**

One-Year Work and Materials

Cracks resulting from normal shrinkage of materials due to drying after construction are to be fixed one time only during the first year by the builder with the homeowner being responsible for redecorating.

#### **Action**

Only warranted cracks shall be repaired and sanded.

#### **Remarks**

Cracks and nail pops, etc. are not unusual in interior wall and ceiling surfaces. They are caused by settlement and normal shrinkage in dimension lumber. The builder will repair drywall defects one time within the first year only at a date mutually agreeable to the builder and the homeowner. This does include sanding but does not include painting.

## 9.5

### **CONDITION**

CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS TRUSS UPLIFT

#### **Acceptable Performance/Condition**

Cracks resulting from truss uplift are to be fixed one time only during the first year by the builder.

#### **Warranty**

One-Year Work and Materials

Cracks resulting from truss uplift shall be repaired by the builder. The builder shall refinish the ceiling to match the existing finish as closely as possible. The homeowner is responsible for redecorating any wall repairs.

#### **Action**

Cracks caused by truss uplift shall be repaired.

#### **Remarks**

Truss uplift may occur when outdoor temperatures are considerably colder than indoor temperatures. It can appear as a minor crack or a larger gap. Repairs should be deferred until such time as the truss returns to its original position.

## 9.6

### **CONDITION**

DRYWALL SURFACE BLEMISHES INCLUDING NAIL/SCREW POPS, BLISTERS IN TAPED JOINTS, TROWEL MARKS, EXCESS JOINT COMPOUND AND DENTS OR GOUGES

### **Acceptable Performance/Condition**

Interior finished drywall (excluding garages and unfinished areas) shall be free from damage at the time of the walk-through and be installed according to the Building Code. Blemishes readily noticeable when viewed under normal lighting conditions from a normal viewing position 1800 mm perpendicular distance from the wall surface are unacceptable.

### **Warranty**

One-Year Work and Materials

Damaged areas of drywall not recorded on the Certificate of Possession Form are excluded from the warranty unless the homeowner is able to establish that the damage was caused by the builder.

### **Action**

Only warranted drywall surface blemishes shall be repaired and refinished to match original builder-applied finish as closely as possible.

### **Remarks**

Identify any damaged drywall surfaces on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Surface blemishes in drywall are not unusual at joints and at corners. Builder's specific policies with respect to drywall repairs will vary. Often these repairs are best left until the framing has settled.

**9.7**

**CONDITION**

TEXTURE OF PAINTED GYPSUM WALLBOARD VARIES

**Acceptable Performance/Condition**

Variations in the surface texture of finished gypsum wallboard are normal.

**Warranty**

None.

**Action**

None.

**Remarks**

Wall and ceiling surfaces of gypsum wallboard consist of paper and joint compound. These materials accept paint finishes differently. Variations in texture of the final finish may result and are normal.

**9.8**

**CONDITION**

FINISHED WOOD SURFACE IS ROUGH

**Acceptable Performance/Condition**

Surfaces that are touched during normal use shall be uniformly smooth. Surfaces not touched during normal use shall appear smooth when viewed without magnification, from a minimum distance of 1500 mm under normal lighting conditions and from a normal viewing position.

**Warranty**

One-Year Work and Materials

**Action**

Surfaces not meeting the acceptable condition shall be made smooth and refinished.

**Remarks**

The open grain in some wood surfaces tends to show a rough appearance yet feel smooth; this is a natural property of wood and is Acceptable.

## 9.9

### **CONDITION**

PAINT FINISH IS UNACCEPTABLE

#### **Acceptable Performance/Condition**

A properly painted surface shall be produced on every exposed surface where a painted finish is specified. A properly painted surface shall be assessed by viewing, without magnification, from a minimum perpendicular distance of 1500 mm under normal lighting conditions and from a normal viewing position.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Where a properly painted surface is not achieved repairs shall be made.

#### **Remarks**

Natural lighting conditions throughout the day may change the appearance of the properly painted surface. Brush marks are Acceptable in cut-in areas and on trim and may vary in appearance with paint type.



## **9.10**

### **CONDITION**

CLEAR INTERIOR FINISHES HAVE DETERIORATED

#### **Acceptable Performance/Condition**

Clear interior finishes shall not deteriorate to the extent that they expose the substrate beneath.

#### **Warranty**

One-Year Work and Materials

Damage resulting from normal wear and tear is excluded from the warranty.

#### **Action**

Clear finishes not meeting the acceptable performance shall be repaired.

#### **Remarks**

Use of inappropriate household cleaners or excessive cleaning can sometimes contribute to discolouration and premature deterioration of finishes.

## 9.11

### **CONDITION**

PAINT IS SPLATTERED ON SURFACES NOT INTENDED TO BE PAINTED

### **Acceptable Performance/Condition**

Interior surfaces not intended to be painted shall not have paint splatters when viewed under normal lighting conditions from a distance of 1,500mm.

### **Warranty**

One-Year Work and Materials

### **Action**

Surfaces not meeting acceptable condition shall be repaired.

### **Remarks**

None.

## 9.12

### **CONDITION**

WALLCOVERING IS PEELING

#### **Acceptable Performance/Condition**

Wallcoverings shall not be peeling at the time of the walk-through. This condition is warranted only where a defect in work or material is demonstrated.

#### **Warranty**

One-Year Work and Materials

Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the warranty. Additions, deletions or alterations by the homeowner are not covered by the warranty.

#### **Action**

Wallcoverings not meeting the acceptable condition shall be repaired.

#### **Remarks**

High humidity levels can create conditions that can cause wallcoverings to peel. Ventilation of rooms and spaces can help control indoor humidity.

## 9.13

### **CONDITION**

PATTERNS IN WALLCOVERING ARE MISMATCHED AT THE EDGES

#### **Acceptable Performance/Condition**

Wallcoverings shall be installed to achieve a generally uniform appearance when viewed under normal lighting conditions and from a normal viewing position, within the manufacturer's tolerances.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Wallcoverings not meeting the acceptable condition shall be repaired.

#### **Remarks**

Some wallcoverings are more difficult to match than others due to pattern, colour and texture.

## **9.14**

### **CONDITION**

WATER PENETRATION BEHIND CERAMIC TILE AND BATHTUB OR SHOWER ENCLOSURES

#### **Acceptable Performance/Condition**

Joints between ceramic tiles and adjacent surfaces shall prevent water penetration.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Ceramic tile installation not meeting the acceptable performance shall be repaired.

#### **Remarks**

The owner must regularly inspect and maintain the soft caulked joints between the ceramic tiles and adjacent surfaces. Grout joints between individual ceramic tiles may deteriorate over time under normal use; periodic maintenance is required.

## 9.15

### **CONDITION**

MILDEW OR FUNGUS IS VISIBLE ON INTERIOR SURFACES

#### **Acceptable Performance/Condition**

Interior surfaces shall be free of visible mildew and fungus at the time of the walk-through. This condition is warranted where there is a demonstrated Building Code violation or defect in work or material supplied by the builder.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Interior surfaces not meeting the acceptable condition shall be repaired.

#### **Remarks**

Note any concerns about visible mildew or fungus on the Certificate of Possession Form to avoid any dispute about whether the condition was caused by improper maintenance or normal wear and tear. Mildew and fungus often occur when indoor humidity levels are high. Ventilation of rooms and spaces can help control indoor humidity.

# **Module 10**

## **Interior Finishing**

## 10.1

### **CONDITION**

INTERIOR DOOR IS WARPED

#### **Acceptable Performance/Condition**

Interior doors leading to rooms or spaces shall not permanently warp more than 6 mm beyond the edge of the doorjamb when the door is closed.

In the case of double doors, one leaf shall not permanently warp more than 6 mm beyond the face of the adjacent door leaf.

#### **Warranty**

One-Year listed Work and Materials

Damage caused by normal shrinkage of materials due to drying after construction is excluded from the warranty.

#### **Action**

Doors not meeting the acceptable condition shall be repaired.

#### **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. Some materials are affected more than others by a change in humidity level.

Normal home maintenance includes controlling indoor humidity levels to prevent permanent warping.



## 10.2

### **CONDITION**

BI-FOLD AND SLIDING DOORS COME OFF TRACKS

#### **Acceptable Performance/Condition**

Bi-fold and sliding doors shall operate freely and remain on their tracks during normal operation.

#### **Warranty**

One-Year listed Work and Materials

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

#### **Action**

Doors not meeting the acceptable performance shall be repaired.

#### **Remarks**

Confirm proper operation of the doors during the walk-through. Defects discovered after the walk-through will be covered under the warranty if they result from the builder's work. However, bi-fold and sliding doors may require adjustment from time to time to maintain alignment and hardware may need to be cleaned and lubricated as part of normal home maintenance.

### 10.3

#### **CONDITION**

##### 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.

#### **Warranty**

One-Year listed Work and Materials

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

#### **Action**

Doors not meeting the acceptable performance shall be repaired.

#### **Remarks**

Confirm proper operation of interior doors during the walk-through. Defects discovered after the walk-through will be covered under the warranty if they result from the builder's work. Pocket doors may require adjustment from time to time and hardware may need to be cleaned and lubricated.

## 10.4

### **CONDITION**

DOOR RUBS ON THE DOOR JAMB OR DOES NOT LATCH

#### **Acceptable Performance/Condition**

Doors shall operate without rubbing on the doorjamb and latches shall engage with relative ease.

#### **Warranty**

One-Year listed Work and Materials

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

#### **Action**

Doors and latches not meeting the acceptable performance shall be repaired.

#### **Remarks**

Confirm proper operation of the doors during the walk-through. Defects discovered after the walk-through will be covered under the warranty if they result from the builder's work. Slight pressure may be required to engage the latch. Seasonal humidity levels may cause doors and jambs to swell, resulting in temporary rubbing; this is acceptable.

**10.5**

**CONDITION**

WOOD DOOR PANEL HAS SPLIT

**Acceptable Performance/Condition**

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

**Warranty**

One-Year listed Work and Materials

Damage resulting from normal shrinkage due to drying after construction is excluded from the warranty.

**Action**

Door panels not meeting the acceptable performance shall be repaired.

**Remarks**

None.

## **10.6**

### **CONDITION**

#### **DOOR DRAGS ON THE FLOOR**

#### **Acceptable Performance/Condition**

Doors shall not contact the floor unless the door is specifically designed to do so.

#### **Warranty**

One-Year listed Work and Materials

Defects in materials, design and work supplied by the homeowner are excluded from the warranty.

#### **Action**

Doors not meeting the acceptable performance shall be repaired.

#### **Remarks**

Confirm proper operation of the doors during the walk-through. Defects discovered after the walk-through will be covered under the warranty if they result from the builder's work. Interior doors are typically undercut to facilitate air movement through the house. See section 8.7 Inadequate Heating for space under interior doors.

## 10.7

### **CONDITION**

GAP BETWEEN THE DOOR AND THE DOORJAMB IS NOT UNIFORM

### **Acceptable Performance/Condition**

The width of the gap may vary on different sides or edges of the door. On any specific side or edge of the door, the door and jamb shall be in general visual alignment; variance in the gap shall not exceed double the narrowest dimension along that side or edge.

### **Warranty**

One-Year listed Work and Materials

Damage resulting from normal shrinkage of materials due to drying after construction is excluded from the warranty.

### **Action**

Doors not meeting the acceptable performance shall be repaired.

### **Remarks**

None.

## 10.8

### **CONDITION**

INTERIOR DOOR SWINGS OPEN OR CLOSES BY ITSELF

#### **Acceptable Performance/Condition**

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

#### **Warranty**

One-Year listed Work and Materials

Damage resulting from alterations, deletions or additions by the homeowner is excluded from the warranty.

#### **Action**

Doors not meeting the acceptable performance shall be repaired.

#### **Remarks**

Confirm proper operation of interior doors during the walk-through. Defects discovered after the walk-through will be covered under the warranty if they result from the builder's work. Doors will swing open or closed by the force of gravity if the hinges are not aligned plumb.

## **10.9**

### **CONDITION**

DOORS BIND FROM IMPROPERLY INSTALLED HINGES

### **Acceptable Performance/Condition**

Doors shall not bind on their hinges.

### **Warranty**

One-Year listed Work and Materials

### **Action**

Doors not meeting the acceptable performance shall be repaired.

### **Remarks**

Confirm proper operation of the doors during the walk-through. Defects discovered after the walk-through will be covered under the warranty if they result from the builder's work. Hinges that are not aligned or are excessively recessed into the jamb or door may cause the door to bind; this is not acceptable.



## **10.10**

### **CONDITION**

HINGES ARE PAINTED

#### **Acceptable Performance/Condition**

Unless specified in the Agreement of Purchase and Sale or contract, hinges shall not be painted.

#### **Warranty**

One-Year listed Work and Materials

Damage resulting from alterations, deletions or additions by the homeowner is excluded from the warranty.

#### **Action**

Hinges not meeting the acceptable performance shall be repaired.

#### **Remarks**

It is common to paint hinges on bi-fold doors the same colour as the doorjamb.

## 10.11

### **CONDITION**

GAPS EXIST BETWEEN STAIR PARTS

#### **Acceptable Performance/Condition**

Stair parts (risers, treads, and stringers), where exposed to view in finished areas, shall be fitted to minimize gaps, having aligned surfaces or be filled with a compatible material to achieve the same result.

#### **Warranty**

One-Year listed Work and Materials

Damage caused by normal shrinkage of materials due to drying after construction is excluded from the warranty.

#### **Action**

Stairs not meeting the acceptable condition shall be repaired.

#### **Remarks**

Stair parts do not include applied trim and moulding. See section 10.15 Joint Quality of Interior Trim and Moulding Work.

## 10.12

### **CONDITION**

#### SQUEAKING STAIR RISER OR TREAD

#### **Acceptable Performance/Condition**

Stair risers and treads shall be free of squeaks caused by loose/inadequately fastened joints.

#### **Warranty**

One-Year listed Work and Materials

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

#### **Action**

Loose/inadequately fastened risers and treads shall be repaired.

#### **Remarks**

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

## 10.13

### **CONDITION**

GAPS EXIST BETWEEN RAILING PARTS

#### **Acceptable Performance/Condition**

Railing parts shall be fitted to minimize gaps; structural integrity of the joint shall not be affected by minor gaps.

#### **Warranty**

One-Year listed Work and Materials

Gaps resulting from normal shrinkage of materials due to drying after construction are excluded from the warranty.

#### **Action**

Railings not meeting the acceptable condition shall be repaired.

#### **Remarks**

Minor gaps may exist due to different methods of fabrication of the railing.

## **10.14**

### **CONDITION**

STAIR RAILINGS LACK RIGIDITY

### **Acceptable Performance/Condition**

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

### **Warranty**

One-Year listed Work and Materials

### **Action**

Stair railings not meeting the acceptable condition shall be repaired.

### **Remarks**

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

The selection of materials and the design of the stair railing can affect rigidity.

## **10.15**

### **CONDITION**

#### **JOINT QUALITY OF INTERIOR TRIM AND MOULDINGWORK**

##### **Acceptable Performance/Condition**

Joints in trim, where exposed to view, shall be tightly fitted and have aligned surfaces or be filled with a compatible material to achieve the same result; cracks in excess of 1.5 mm are not acceptable.

##### **Warranty**

One-Year listed Work and Materials

Minor gaps caused by normal shrinkage of materials due to drying after construction are excluded from the warranty.

##### **Action**

Joints not meeting the acceptable condition shall be repaired.

##### **Remarks**

Joints in moldings (miter and butt joints) should be flush and properly filled with a compatible material. Gaps exceeding 1.5 mm between moldings and adjacent surfaces are excessive. Hairline cracking or separation which may result from settlement or shrinkage is normal and not a matter of warranty.

## **10.16**

### **CONDITION**

NAILHEADS AND FASTENERS ARE NOT PROPERLY SET OR FILLED

#### **Acceptable Performance/Condition**

Nailheads and fasteners shall not protrude above the surface. Where nailheads and fasteners have been set below the surface they shall be filled with compatible filler unless designed otherwise. Filler should not be noticeable under normal lighting conditions from a distance of 1500 mm or greater.

#### **Warranty**

One-Year listed Work and Materials

#### **Action**

Nailheads and fasteners not meeting the acceptable condition shall be repaired.

#### **Remarks**

This does not apply in unfinished rooms or spaces.

**10.17**

**CONDITION**

INTERIOR TRIM IS SPLIT

**Acceptable Performance/Condition**

Trim shall not have visible splits.

**Warranty**

One-Year listed Work and Materials

Damage caused by normal shrinkage of materials due to drying after construction is excluded from the warranty.

**Action**

Trim not meeting the acceptable condition shall be repaired.

**Remarks**

Filler may be used to repair splits. Splits, cracks and checking are inherent characteristics of all wood products, and are not a defect.



**10.18**

**CONDITION**

HAMMER MARKS ARE VISIBLE ON TRIM

**Acceptable Performance/Condition**

Interior finished trim shall be free from visible hammer marks at the time of the walk-through.

**Warranty**

One-Year listed Work and Materials

**Action**

Trim not meeting the acceptable condition shall be repaired.

**Remarks**

Damaged interior finished trim not identified on the Certificate of Possession Form may be excluded from the warranty, unless the homeowner is able to establish that the damage was caused by the builder. Repaired areas shall match the original finished surface for colour, sheen and texture as closely as possible.

**10.19**

**CONDITION**

RESIN BLEEDING THROUGH PAINTED FINISH

**Acceptable Performance/Condition**

Resin shall not bleed through painted finish on trim.

**Warranty**

One-Year listed Work and Materials

**Action**

Painted finishes not meeting the acceptable condition shall be repaired.

**Remarks**

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

**Module 11**

**Cabinets &**

**Countertops**

## 11.1

### **CONDITION**

#### GAP BETWEEN CABINETS AND CEILINGS OR WALLS

#### **Acceptable Performance/Condition**

Cabinets shall be fitted to each other. Where cabinets abut walls and ceilings, visible gaps in excess of 3 mm are not acceptable.

#### **Warranty**

One-Year Work and Materials

Damage resulting from normal shrinkage of materials due to drying after construction is excluded from the warranty.

#### **Action**

Cabinets not meeting the acceptable condition shall be repaired.

#### **Remarks**

It is common to have gaps where cabinets meet different materials. Caulking separation/cracking caused by minor wall movement due to seasonal temperature changes (thermal wall bowing) is considered normal.

## 11.2

### **CONDITION**

CABINETS DO NOT LINE UP WITH EACH OTHER

#### **Acceptable Performance/Condition**

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

#### **Warranty**

One-Year Work and Materials

Damage due to normal wear and tear is excluded from the warranty.

#### **Action**

Cabinets not meeting the acceptable condition shall be repaired.

#### **Remarks**

Cabinet doors can become misaligned through normal use; normal home maintenance includes adjusting the cabinet doors from time to time.

### 11.3

#### **CONDITION**

CABINET DOORS AND DRAWER FACES ARE WARPED

#### **Acceptable Performance/Condition**

Cabinet doors and drawer faces shall not warp excessively. Warping not to exceed 6mm as measured from face frame to point of furthest warping with door or drawer front in closed position.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Cabinet doors and drawer faces not meeting the acceptable condition shall be repaired.

#### **Remarks**

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

## 11.4

### **CONDITION**

CABINET DOOR OR DRAWER BINDS OR RUBS

#### **Acceptable Performance/Condition**

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

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

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

#### **Remarks**

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

## 11.5

### **CONDITION**

CABINET DOORS WILL NOT STAY CLOSED

### **Acceptable Performance/Condition**

Doors shall stay in position when closed.

### **Warranty**

One-Year Work and Materials

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

### **Action**

Doors not meeting the acceptable condition shall be repaired.

### **Remarks**

Cabinet doors can become misaligned through normal use; normal home maintenance includes adjusting the cabinet doors from time to time.



## 11.6

### **CONDITION**

#### SCRATCHES OR MINOR IMPERFECTIONS IN WOOD CABINETS

#### **Acceptable Performance/Condition**

Surfaces exposed to view shall be free from scratches or minor imperfections when viewed from a distance of 900 mm at the time of the walk-through.

#### **Warranty**

One-Year Work and Materials

Damage resulting from normal wear and tear is excluded from the warranty.

#### **Action**

Visible damage shall be repaired.

#### **Remarks**

None.

## 11.7

**CONDITION**

LAMINATED COUNTERTOP HAS SWELLED

**Acceptable Performance/Condition**

Laminated countertops shall not have localized bumps or swells at the time of the walkthrough.

**Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance is excluded from the warranty.

**Action**

Countertops not meeting the acceptable condition shall be repaired.

**Remarks**

Damaged countertops not identified on the Certificate of Possession Form may be excluded from the warranty, unless the homeowner is able to establish that the damage was caused by the builder. Countertops are susceptible to damage from standing water. Care must be taken to ensure that countertops are kept free of standing water at joints and openings at sinks and faucets.

**11.8**

**CONDITION**

LAMINATED COUNTERTOP IS DELAMINATED

**Acceptable Performance/Condition**

The surface of laminated countertops shall not delaminate.

**Warranty**

One-Year Work and Materials

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

**Action**

Countertops not meeting the acceptable condition shall be repaired.

**Remarks**

Delamination can be caused by excessive heat from appliances and cooking equipment.

## 11.9

### **CONDITION**

#### CRACKS IN COUNTERTOP SURFACES

##### **Acceptable Performance/Condition**

Countertop surfaces exposed to view shall be free from cracks at the time of the walkthrough. Joints and naturally occurring fissures in natural materials are not considered to be cracks.

##### **Warranty**

One-Year Work and Materials

Damage resulting from normal wear and tear is excluded from the warranty.

##### **Action**

Countertops not meeting the acceptable condition shall be repaired.

##### **Remarks**

Damaged countertops not identified on the Certificate of Possession Form may be excluded from the warranty, unless the homeowner is able to establish that the damage was caused by the builder. Manufactured solid-surface countertops can be brittle and damaged by impact. Care should be taken when cleaning or servicing to prevent cracking or chipping. Sitting or dropping heavy objects on the countertop can create excessive loads that can cause cracking.

## 11.10

### **CONDITION**

#### SCRATCHES/CHIPS ON COUNTERTOPS

#### **Acceptable Performance/Condition**

Countertop surfaces exposed to view shall be free from visible damage at the time of the walk-through.

#### **Warranty**

One-Year Work and Materials

Damage resulting from normal wear and tear is excluded from the warranty.

#### **Action**

Visible damage shall be repaired.

#### **Remarks**

Damaged countertops not identified on the Certificate of Possession Form may be excluded from the warranty, unless the homeowner is able to establish that the damage was caused by the builder. Maintain countertop surfaces in accordance with the manufacturers instructions.

## 11.11

### **CONDITION**

SURFACE PITS, FISSURES OR VEINS IN NATURAL STONE COUNTERTOPS

#### **Acceptable Performance/Condition**

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

#### **Warranty**

None.

#### **Action**

None.

#### **Remarks**

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

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

# **Module 12**

## **Flooring**

## 12.1

### **CONDITION**

TRANSITION BETWEEN DIFFERENT TYPES OF FLOORING IS NOT FLUSH

### **Acceptable Performance/Condition**

An abrupt change in height where different floor finishes abut is acceptable provided the transition is suitably eased (see Remarks).

### **Warranty**

One-Year Work and Materials

### **Action**

Where the acceptable performance has not been met, repairs shall be made.

### **Remarks**

The subfloor provides the even base on which all finished flooring materials are installed. Changes in height between different flooring materials are caused by material thickness and/or installation methods. Standard practice is to install a transition strip of a material such as wood, metal or marble to ease the change in height. These transition strips do not constitute a tripping hazard and may be used at the builder's discretion. Transition strips may vary in material, colour, grain and/or dimension.



## 12.2

### **CONDITION**

FINISHED FLOOR IS UNEVEN

#### **Acceptable Performance/Condition**

Applied finished flooring shall be installed without visible ridges or depressions. Where visible ridges or depressions occur, the variation shall not exceed 4 mm from the specified plane.

#### **Warranty**

One-Year Work and Materials

Ridges and depressions caused by normal shrinkage of materials are excluded from the warranty.

#### **Action**

Visible ridges or depressions exceeding the acceptable condition shall be repaired.

#### **Remarks**

The homeowner must maintain finished flooring in accordance with manufacturer's recommendations and prevent the accumulation of water on flooring.

When evaluating texture finishes in natural or manufactured floor tiles, the compared tiles shall be from the same room or defined area. Surface variations in natural or manufactured stone tiles are considered to be desirable characteristics of the product. However, when used on a floor or walking surface the variations should not be greater than 4 mm where they would constitute a trip hazard.

## 12.3

### **CONDITION**

PATTERN OF FINISHED FLOORING IS OUT OF ALIGNMENT WITH ADJACENT WALL SURFACES

### **Acceptable Performance/Condition**

Finished flooring shall be installed in general visual alignment with adjacent wall surfaces. Variation greater than 12.5 mm in 1800 mm is not acceptable when visible in a room used for its intended purpose.

### **Warranty**

One-Year Work and Materials

### **Action**

Finished flooring not meeting the acceptable condition shall be repaired.

### **Remarks**

This does not apply to angled or curved walls or flooring not designed to be aligned. The method of repair will vary with the type of finished flooring installed.

## 12.4

### **CONDITION**

CARPET SEAM IS VISIBLE

#### **Acceptable Performance/Condition**

Carpet seams shall be installed with the backing tightly fitted in accordance with the manufacturer's specifications.

#### **Warranty**

One-Year Work and Materials

Damaged carpet seams resulting from normal wear and tear or improper maintenance are excluded from the warranty.

#### **Action**

Carpet seams not meeting the acceptable condition shall be repaired.

#### **Remarks**

Identify any concerns about visible carpet seams on the Certificate of Possession Form to avoid any suggestion that the problem is one of normal wear and tear. Visibility of carpet seams will vary with type of carpet and varying lighting conditions. Although the backing may be tightly fitted, a seam may remain visible; this is acceptable. Where carpets must be cut to execute floor repairs, seams in the repair area may be more visible. Location of carpet seams may vary due to predetermined manufactured widths and installation restrictions and are discretionary. Seams around pickets and end caps on stairs are often visible.

## 12.5

### **CONDITION**

CARPET IS LOOSE OR STRETCHING HAS OCCURRED

#### **Acceptable Performance/Condition**

Carpeting shall be installed in accordance with the manufacturer's specifications to prevent loosening at edges, separation from its point of attachment and to minimize stretching under normal use.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance, normal wear and tear, or dampness or condensation due to failure of the homeowner to maintain adequate ventilation is excluded from the warranty.

#### **Action**

Carpet not meeting the acceptable condition shall be repaired.

#### **Remarks**

Carpets should be maintained in accordance with manufacturer's recommendations. The use of inappropriate cleaning equipment can damage carpet material.

## 12.6

### **CONDITION**

#### **SPOTS OR FADING ON CARPET OR WOOD FLOORING**

##### **Acceptable Performance/Condition**

Carpet or wood flooring shall be free from spots and faded areas.

##### **Warranty**

One-Year Work and Materials

Spots or faded areas in carpet or wood flooring resulting from normal wear and tear or improper maintenance are excluded from the warranty. Exposure to sunlight may cause spots on carpet or wood flooring and/or fading. No builder responsibility.

##### **Action**

Spotted or faded carpet or wood flooring recorded on the Certificate of Possession Form will be repaired. If not noted on the Certificate of Possession Form, the homeowner must establish that the damage was caused by the builder.

##### **Remarks**

Identify any damaged carpeting or wood flooring at the walk-through to avoid any dispute about whether the damage was caused by the builder. Repaired area may be visible as a result of variable lighting conditions or different material dye lot. Area rugs may cause a reaction to the underlying floor, or variance in fading from sunlight.

## 12.7

### **CONDITION**

CARPET NOT UNIFORM IN COLOUR

#### **Acceptable Performance/Condition**

Within a room or defined area, carpet shall be uniform in colour, texture and pattern when viewed under normal lighting conditions. Carpet pieces in the same room or defined area shall be installed with the pile oriented in the same direction. Minor variation between dye lots is acceptable from one room to another.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Carpet not meeting the acceptable condition shall be repaired.

#### **Remarks**

Slight variation in colour may occur due to different lighting effects and at transitions between rooms or areas. Doorways and thresholds are acceptable locations where pile direction may change.

## 12.8

### **CONDITION**

CARPET HAS DARK STAINS AROUND PERIMETER OF ROOMS AND AT HEATING REGISTERS

### **Acceptable Performance/Condition**

Dark stains on carpet around room perimeters and at heating registers, commonly called carbon black, are an occupant use and house location issue. Sources of carbon rarely relate to work and material supplied by the builder.

### **Warranty**

None.

Stains resulting from normal wear and tear or improper maintenance are excluded from the warranty.

### **Action**

The homeowner shall ensure that furnaces, fireplaces, and other combustion appliances within the home are not leaking products of combustion.

### **Remarks**

Dark staining often results from airborne carbon material settling out on synthetic or magnetic surfaces such as television screens, carpets and magnetic seals on refrigerators. Burning scented candles contributes to carpet staining. Light-coloured synthetic carpets accentuate this condition.

## 12.9

### **CONDITION**

HOLLOW AREAS IN UNDERPAD BELOW CARPET SURFACE

### **Acceptable Performance/Condition**

Carpet underpad shall provide a continuous surface of support for the carpet.

### **Warranty**

One-Year Work and Materials

Damage resulting from normal wear and tear, such as furniture loads that may cause local depressions, is excluded from the warranty.

### **Action**

Hollow areas in underpad shall be repaired.

### **Remarks**

Carpet underpad is often omitted at the base of stair pickets and nosings.



## 12.10

### **CONDITION**

PROTRUSIONS APPEAR ON THE SURFACE OF RESILIENT FLOORING  
WITHOUT BREAKING THROUGH

### **Acceptable Performance/Condition**

Finished surface of flooring shall be free of visible protrusions (bumps, fasteners, underlay joints) that deform the surface of the flooring when viewed under normal lighting conditions (not reflected light) from a normal standing position.

### **Warranty**

One-Year Work and Materials

### **Action**

Visible protrusions in the flooring shall be repaired.

### **Remarks**

Reflected light, particularly from large windows, exaggerates any irregularity in the floors and should not be considered normal lighting.

**12.11**

**CONDITION**

RESILIENT SHEET FLOORING IS LOOSE

**Acceptable Performance/Condition**

Resilient sheet flooring shall not come unglued from the substrate.

**Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance is excluded from the warranty.

**Action**

Flooring not meeting the acceptable condition shall be repaired.

**Remarks**

The homeowner must maintain the flooring in accordance with the manufacturer's instructions.

Excessive water or heat can adversely affect the glue joint.

## 12.12

### **CONDITION**

RESILIENT FLOORING JOINTS NOT TIGHT

#### **Acceptable Performance/Condition**

Resilient flooring shall be installed with no visible gaps in the joints when viewed under normal lighting conditions in a standing position.

#### **Warranty**

One-Year Work and Materials

Gaps in joints resulting from inappropriate use or maintenance procedures cannot be considered for the warranty.

#### **Action**

Visible gaps not meeting the acceptable condition shall be repaired in accordance with the manufacturer's specifications.

#### **Remarks**

The visibility of gaps is dependent on a number of factors including texture, pattern, colour, type of resilient material, and lighting. Reflected light, particularly from large windows, exaggerates any irregularity in the floors and should not be considered normal lighting.

**12.13**

**CONDITION**

BUBBLES APPEAR ON VINYL FLOORING SURFACE

**Acceptable Performance/Condition**

Vinyl flooring shall be free from bubbles that cause surface deformities visible from a normal viewing position, under normal lighting conditions without magnification by reflected light.

**Warranty**

One-Year Work and Materials

Bubbles caused by normal wear and tear or improper maintenance are excluded from the warranty.

**Action**

Vinyl flooring not meeting the acceptable condition shall be repaired.

**Remarks**

As part of repair procedures, vinyl material may be punctured to remove the trapped air.

## 12.14

### **CONDITION**

PATTERNS ON SHEET VINYL FLOORING ARE NOT ALIGNED ACROSS SEAMS

### **Acceptable Performance/Condition**

Flooring shall be installed to achieve pattern alignment within the manufacturer's tolerance.

### **Warranty**

One-Year Work and Materials

### **Action**

Flooring not meeting the acceptable condition shall be repaired.

### **Remarks**

Manufacturers tolerances for alignment may vary with patterns, textures and colour of material.

## **12.15**

### **CONDITION**

YELLOWING APPEARS ON SURFACE OF VINYL FLOORING

### **Acceptable Performance/Condition**

Sheet vinyl flooring shall be installed in accordance with the manufacturer's specifications.

### **Warranty**

One-Year Work and Materials

Yellowing due to improper maintenance or to additions, deletions, or alterations by the homeowner is excluded from the warranty.

### **Action**

Vinyl flooring not meeting the acceptable condition shall be repaired.

### **Remarks**

The use of inappropriate cleaning materials or coverings, such as latex-backed carpets, may cause discoloration of the flooring. Direct sunlight naturally causes general yellowing over time and is normal.

## **12.16**

### **CONDITION**

#### **DYE LOT VARIATIONS IN VINYL FLOORING**

##### **Acceptable Performance/Condition**

Within a room or defined area, resilient flooring shall be uniform in colour, texture and pattern when viewed under normal lighting conditions. Minor variation between dye lots is acceptable from room to room.

##### **Warranty**

One-Year Work and Materials

##### **Action**

Resilient flooring not meeting the acceptable condition shall be repaired.

##### **Remarks**

Slight variation in colour may occur due to different lighting effects and pattern.

## 12.17

### **CONDITION**

#### VARIATION IN COLOUR OCCURRING FROM REPAIR OF VINYL FLOORING

##### **Acceptable Performance/Condition**

Shade variations between existing material and repaired areas are acceptable within specified colours when viewed from a normal viewing position. Seaming in a matching replacement section is an acceptable repair.

##### **Warranty**

One-Year Work and Materials

##### **Action**

Shade variations greater than the acceptable condition shall be repaired.

##### **Remarks**

Variation between dye lots within a specified colour or pattern is normal. Spare original material may be left in the residence for future repairs at the builder's discretion. Where a dye lot match is unavailable, material may be removed and used for repair from another inconspicuous location.

Builder's policies may vary.



## 12.18

### **CONDITION**

CRACKS DEVELOPING BETWEEN STRIPS OF HARDWOOD OR PARQUET FLOORING

#### **Acceptable Performance/Condition**

Cracks resulting from joints that remain open in excess of 2 mm over the length of the strip are not acceptable.

#### **Warranty**

One-Year Work and Materials

Cracks resulting from normal shrinkage of materials due to drying after construction, damage caused by normal wear and tear or improper maintenance is excluded from the warranty.

#### **Action**

Cracks greater than the acceptable condition shall be repaired.

#### **Remarks**

Hardwood and parquet flooring are natural wood products and therefore are highly susceptible to changes in indoor relative humidity, which may cause dimensional changes in the flooring material. To determine warrantability, the width of the crack should be measured during both the heating and cooling seasons.

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage.

A hygrometer can be used to monitor indoor humidity levels.

Areas around heat registers and those exposed to concentrated sunlight may be more susceptible.

Wood filler may be used for repairs.

## 12.19

### **CONDITION**

STRIP HARDWOOD FLOORING IS CUPPED (HIGH EDGES)

### **Acceptable Performance/Condition**

Strip hardwood flooring shall be installed without cupping.

### **Warranty**

One-Year Work and Materials

Damage caused by improper maintenance is excluded from the warranty.

Cupping caused by excessive humidity due to failure by the homeowner to maintain adequate ventilation is excluded from the warranty.

### **Action**

One complete heating and cooling season should be allowed as the problem may remedy itself.

Cupping identified at the time of the walk-through shall be repaired. Cupping that occurs after the walk-through and is proven to result from defective work or materials shall be repaired.

### **Remarks**

Identify any damaged hardwood flooring on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Cupping of hardwood strip flooring results from excessive moisture when the humidity below the finished flooring material is substantially higher than above.

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage.

A hygrometer can be used to monitor indoor humidity levels.

The immediate sanding of a cupped floor without first allowing it to correct itself may cause even more damage.

This condition commonly occurs when houses do not have adequate ventilation and can, under certain circumstances, result from defects in work or materials.

## **12.20**

### **CONDITION**

THE SURFACE OF ONE STRIP OF HARDWOOD OR LAMINATE FLOORING IS HIGHER THAN ANOTHER

### **Acceptable Performance/Condition**

Strip hardwood flooring or laminate flooring shall be installed to provide a surface where adjacent strips have no more than a 2 mm difference in elevation.

### **Warranty**

One-Year Work and Materials

### **Action**

Flooring not meeting the acceptable performance shall be repaired.

### **Remarks**

Wood is a natural product and variation in colour and grain pattern from one piece of flooring to another is normal and may exaggerate the appearance of the condition.

## 12.21

### **CONDITION**

FLOOR FINISH ON WOOD FLOORING IS NOT UNIFORM

#### **Acceptable Performance/Condition**

Floor finish shall provide a visible uniform surface when viewed without magnification from a normal viewing position.

#### **Warranty**

One-Year Work and Materials

Damage resulting from normal wear and tear is excluded from the warranty.

#### **Action**

Hardwood flooring surfaces not uniform in appearance shall be repaired.

#### **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. Reflected light, particularly from large windows, magnifies any irregularity in the floors and should not determine acceptance. This applies to both pre-finished and site-applied wood flooring.

## 12.22

### **CONDITION**

FINISH ON WOOD FLOORING HAS BLISTERED, BUBBLED, OR PEELED RESULTING IN DETACHMENT OF FINISH

### **Acceptable Performance/Condition**

Site-applied or factory-applied finish on hardwood flooring shall not blister, bubble or peel when properly maintained and used under normal conditions.

### **Warranty**

One-Year Work and Materials

Damage noted on the Certificate of Possession Form will be repaired. If not noted, the homeowner must establish that the damage was caused by the builder. Damage caused by normal wear and tear or improper maintenance is excluded from the warranty.

### **Action**

Defective finished surfaces shall be repaired.

### **Remarks**

Identify any damaged hardwood flooring on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder.

Colour variation in the wood may cause the area of repair to be visible under normal lighting conditions, even when the repair is undertaken in accordance with a manufacturer's recommendations. Wood is a natural product and variation in colour and grain pattern from one piece of flooring to another is normal.

## 12.23

### **CONDITION**

CROWNING OF STRIP HARDWOOD FLOORING HAS OCCURRED (CENTRE OF STRIP IS HIGHER THAN EDGES)

### **Acceptable Performance/Condition**

Strip hardwood flooring shall be installed without crowning.

### **Warranty**

One-Year Work and Materials

Damage caused by improper maintenance and excessive humidity due to failure by the homeowner to maintain adequate ventilation is excluded from the warranty.

### **Action**

Crowning of hardwood flooring identified on the walk-through shall be repaired. If not identified, the homeowner must establish that the damage was caused by the builder.

### **Remarks**

Identify any damaged hardwood flooring on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Crowning of hardwood strip flooring results from the surface of the flooring being exposed to excessive moisture. This condition commonly develops when houses do not have adequate ventilation or the surface is exposed to water. The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. Never damp mop hardwood flooring.

## 12.24

### **CONDITION**

#### WOOD FLOORING BUCKLES AND DETACHES FROM SUBSTRATE

#### **Acceptable Performance/Condition**

Hardwood flooring shall be firmly fastened to the substrate in accordance with manufacturer's specifications.

#### **Warranty**

One-Year Work and Materials

Buckling caused by excessive humidity due to failure by the homeowner to maintain adequate ventilation or improper maintenance is excluded from the warranty.

#### **Action**

Only warranted loose hardwood flooring shall be repaired.

#### **Remarks**

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage.

A hygrometer can be used to monitor indoor humidity levels. Wood flooring shall be installed to accommodate normal expansion and contraction.

**12.25**

**CONDITION**

**KNOTS AND COLOUR VARIATION IN STRIP WOOD FLOORING**

**Acceptable Performance/Condition**

Knots or colour variation are acceptable within different grades of flooring.

**Warranty**

None.

**Action**

Flooring not meeting the acceptable condition shall be replaced.

**Remarks**

Knots and colour variation are natural characteristics of wood and are acceptable within the specified grade.

The homeowner's area rugs, latex-backed material or any coverings over floors may result in colour variation of the floor. Natural lighting will also cause discolouration.



## **12.26**

### **CONDITION**

SPLINTERS OCCUR IN STRIP WOOD FLOORING

### **Acceptable Performance/Condition**

Finished flooring shall have a surface that is smooth, even and free from splinters.

### **Warranty**

One-Year Work and Materials

Splinters resulting from improper maintenance are excluded from the warranty.

### **Action**

Splintered flooring shall be repaired.

### **Remarks**

Splinters should not occur under normal usage conditions.

**12.27**

**CONDITION**

MINOR IMPERFECTIONS IN STRIP FLOORING

**Acceptable Performance/Condition**

The surface of strip wood flooring shall be free from discolouration caused by manufacturing or storage when viewed in a standing position under normal lighting conditions.

**Warranty**

One-Year Work and Materials

**Action**

Discoloured pieces of flooring shall be repaired or replaced where disallowed by the grade.

**Remarks**

None.

## 12.28

### **CONDITION**

CERAMIC/PORCELAIN TILE, MARBLE OR STONE FLOORING IS BROKEN OR LOOSE (INCLUDING MARBLE TRANSITIONS)

### **Acceptable Performance/Condition**

Ceramic tile shall not crack or become loose.

### **Warranty**

One-Year Work and Materials

Damage caused by normal wear and tear or improper maintenance is excluded from the warranty.

### **Action**

Flooring not meeting the acceptable condition shall be repaired.

### **Remarks**

Identify any damaged ceramic/porcelain tile on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Variations between dye lots of similar materials within a specified colour or pattern are normal and acceptable provided they are not readily visible.

Slight variations in grout colour are to be expected when making repairs.

## 12.29

### **CONDITION**

CRACKS APPEARING IN GROUTING OF CERAMIC TILE JOINTS OR AT JUNCTIONS WITH OTHER MATERIALS SUCH AS BATHTUBS

### **Acceptable Performance/Condition**

Hairline cracks in grout are common, however, loose or missing grout is unacceptable.

### **Warranty**

One-Year Work and Materials

Cracks resulting from normal shrinkage of materials due to drying after construction are excluded from the warranty.

### **Action**

Cracks not meeting the acceptable condition shall be repaired.

### **Remarks**

It is recommended that the junction between tile floors and other materials be sealed with a flexible caulking.

## 12.30

### **CONDITION**

ADJACENT MARBLE UNITS OR CERAMIC TILE SURFACES INSTALLED  
AT DIFFERENT ELEVATIONS

### **Acceptable Performance/Condition**

Lippage greater than 3 mm is considered excessive, except where the materials are designed with an irregular height (such as hand-made tile).

### **Warranty**

One-Year Work and Materials

### **Action**

Tile installations not meeting the acceptable performance shall be repaired.

### **Remarks**

Some floor tiles are designed with irregular finished surfaces, which may exaggerate the aesthetic appearance of the condition.

Variations in grout and tile colour are to be expected when making repairs.

Variation between dye lots of similar materials within a specified colour or pattern is normal.

**12.31**

**CONDITION**

GROUT IS NOT A UNIFORM COLOUR

**Acceptable Performance/Condition**

In a room or defined area the colour of grouted joints between ceramic tiles shall appear generally uniform under normal lighting conditions and from a normal viewing position at time of occupancy.

**Warranty**

One-Year Work and Materials

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

**Action**

Grout joints not meeting the acceptable condition shall be repaired.

**Remarks**

Minor variation in grout joint colour is normal.

## 12.32

### **CONDITION**

VARIATION IN COLOUR IN NATURAL STONE TILE INSTALLATIONS (GRANITE, MARBLE, TRAVERTINE, SLATE AND LIMESTONE)

### **Acceptable Performance/Condition**

Colour variation is acceptable in natural stone tiles.

### **Warranty**

None.

### **Action**

None.

### **Remarks**

Natural stone is a product of nature and is not subject to the rules of consistency that apply to manufactured materials. Natural stone tiles are subject to variations in tonal qualities, veining and shading.

## 12.33

### **CONDITION**

#### GAPS DEVELOPING AT ENDS OR ALONG STRIPS OF LAMINATE FLOORING

#### **Acceptable Performance/Condition**

Gaps resulting from joints that remain open permanently in excess of 1 mm in laminate flooring are not acceptable.

#### **Warranty**

One-Year Work and Materials

Gaps resulting from damage caused by normal wear and tear or improper maintenance are excluded from the warranty.

Gaps resulting from failure by the homeowner to maintain adequate ventilation is excluded from the warranty.

#### **Action**

Gaps identified at the time of occupancy shall be repaired. Gaps that occurs after occupancy and are proven to result from defective work or materials shall be repaired.

#### **Remarks**

Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the substrate or underlying core layer. If the environmental conditions are too dry, the laminate flooring layers may contract, leaving permanent gaps between the strips or at the perimeter of the room or the area. One complete heating and cooling season should be allowed as the problem may remedy itself.

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. Areas around heat registers and those exposed to concentrated sunlight may be more susceptible.

Slight variances in colour and/or pattern are to be expected when making repairs.



## 12.34

### **CONDITION**

LAMINATE FLOORING IS CUPPED (HIGH EDGES)

### **Acceptable Performance/Condition**

Laminate flooring shall be installed without cupping.

### **Warranty**

One-Year Work and Materials

Damage caused by improper maintenance is excluded from the warranty.

Cupping caused by excessive humidity due to failure by the homeowner to maintain adequate ventilation is excluded from the warranty.

### **Action**

Cupping identified at the time of occupancy shall be repaired. Cupping that occurs after occupancy and is proven to result from defective work or materials shall be repaired.

### **Remarks**

Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the substrate or underlying core layer. If the environmental conditions are too humid, the laminate flooring may expand causing all edges (side and ends of boards) to press against each other and curl upwards. Identify any damaged laminate flooring on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. Cupping of laminate strip flooring results from excessive moisture when the humidity below the finished flooring material is substantially higher than above.

One complete heating and cooling season should be allowed as the problem may remedy itself.

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. This condition commonly occurs when houses do not have adequate ventilation and can, under certain circumstances, result from defects in work or materials.

Only cupped flooring strips require replacement at the time of repair.

## 12.35

### **CONDITION**

#### LAMINATE FLOORING BUCKLES

#### **Acceptable Performance/Condition**

Laminate flooring shall be installed to prevent buckling.

#### **Warranty**

One-Year Work and Materials

Buckling caused by excessive humidity due to failure by the homeowner to maintain adequate ventilation or improper maintenance is excluded from the warranty.

#### **Action**

Buckling identified at the time of occupancy shall be repaired. Buckling that occurs after occupancy and is proven to result from defective work or materials shall be repaired.

#### **Remarks**

Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the substrate or underlying core layer. If the environmental conditions are too humid, the laminate flooring may expand causing the laminate strips to lift up (bulge upwards) in one or more areas in the room. The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. Laminate flooring shall be installed to accommodate normal expansion and contraction. Slight variations in colour and/or pattern are to be expected when making repairs.

## 12.36

### **CONDITION**

LAMINATE FLOORING STRIPS ARE DENTED, SCRATCHED AND/OR CHIPPED

### **Acceptable Performance/Condition**

Laminate flooring shall be free of damage such as dents, scratches and/or chips at the time of occupancy.

### **Warranty**

One-Year Work and materials

Damages resulting from normal wear and tear are excluded from the warranty.

### **Action**

Laminate flooring not meeting the acceptable condition shall be repaired.

### **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. Identify any damaged laminate flooring on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder.

Only damaged flooring strips require replacement at the time of repair. Slight variances in colour and/or pattern are to be expected when making repairs. For maintenance requirements see manufacturer's specifications.

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

**12.37**

**CONDITION**

UNEVEN SUBFLOOR UNDER LAMINATE FLOOR

**Acceptable Performance/Condition**

The base for the laminate flooring shall be level so that the laminate flooring does not deflect by more than 4 mm when walked on.

**Warranty**

One-Year Work and materials

Damages resulting from normal wear and tear are excluded from the warranty.

**Action**

Deflections not meeting the acceptable condition shall be repaired.

**Remarks**

This condition most often occurs when laminate flooring is installed over gypcrete topping.

**Module 13**  
**Chimneys &**  
**Fireplaces**

## **13.1**

### **CONDITION**

JOINT OR CRACK IN CHIMNEY CAP ALLOWS WATER LEAK

### **Acceptable Performance/Condition**

Chimney caps shall be waterproof.

### **Warranty**

Two-Year Building Envelope Water Penetration

### **Action**

Chimney caps not meeting the acceptable performance shall be repaired.

### **Remarks**

Masonry chimney cap cracks may develop due to the severe conditions caps must endure.

## 13.2

### **CONDITION**

ROOF FLASHING LEAKS AT CHIMNEY

#### **Acceptable Performance/Condition**

Roof flashings at chimneys shall not leak under normal weather conditions.

#### **Warranty**

Two-Year Building Envelope Water Penetration

Damage resulting from improper maintenance is not covered by the warranty.

#### **Action**

Roof flashings not meeting the acceptable performance shall be repaired.

#### **Remarks**

Ice buildup around chimneys can contribute to water penetration. Keeping roofs clear of heavy snow and ice is important to help prevent ice buildup. Normal home maintenance should include professional removal of heavy buildups of ice and snow.

### 13.3

#### **CONDITION**

CHIMNEY SERVING SOLID FUEL-BURNING (WOOD, PELLET, ETC.) APPLIANCE DOES NOT DRAW PROPERLY

#### **Acceptable Performance/Condition**

Chimneys serving solid fuel-burning appliances shall be installed in accordance with the Building Code.

#### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by a homeowner is excluded from the warranty.

#### **Action**

Chimneys not meeting the acceptable performance shall be repaired.

#### **Remarks**

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 supply for the appliance is restricted.

Opening a window may help the chimney draw properly. Inspecting and cleaning the chimney is part of regular home maintenance.



**13.4**

**CONDITION**

FIREPLACE FIREBOX PAINT COLOUR CHANGED

**Acceptable Performance/Condition**

Fireplace firebox paint colour may change with time and use.

**Warranty**

None.

**Action**

None.

**Remarks**

Even though the firebox paint is designed for high temperatures, the paint may change colour.

## 13.5

### **CONDITION**

FIREBRICK IS BROKEN

#### **Acceptable Performance/Condition**

Firebrick shall not break during the warranty period. This condition is warranted only where a defect in work or materials is demonstrated.

#### **Warranty**

One-Year Work and Materials

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

#### **Action**

Firebricks not meeting the acceptable performance shall be repaired.

#### **Remarks**

Firebrick provides the primary heat protection in the firebox. Overheating can cause premature cracking. Firebricks can be damaged by impact.

## **13.6**

### **CONDITION**

#### **SCRATCH OR IMPERFECTION IN FACE OF FIREPLACE**

##### **Acceptable Performance/Condition**

The face of the fireplace shall not have scratches or imperfections at the time of occupancy when viewed from a distance of 1500 mm.

##### **Warranty**

One-Year Work and Materials

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

##### **Action**

Fireplaces not meeting the acceptable performance shall be repaired.

##### **Remarks**

Any scratches or imperfections to the face of the fireplace are to be noted on the Certificate of Possession Form.

# **Module 14**

## **Garages &**

### **Exteriors**

## 14.1

### **CONDITION**

CONCRETE GARAGE FLOOR IS CRACKED

### **Acceptable Performance/Condition**

Cracks exceeding 6 mm in width or vertical displacement are considered excessive.

### **Warranty**

One-Year Work and Materials

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

### **Action**

Cracks in excess of the acceptable condition shall be repaired.

### **Remarks**

Concrete floors naturally crack during curing due to shrinkage. Where repairs are necessary, colour and/or texture of repair materials may not match the surrounding concrete.

## 14.2

### **CONDITION**

#### **GARAGE DOORS DO NOT OPERATE PROPERLY**

##### **Acceptable Performance/Condition**

Overhead garage doors shall manually operate with relative ease without binding. An automatic garage door opener supplied and installed by the builder shall not interfere with the emergency manual operation of the door.

##### **Warranty**

One-Year Work and Materials

Damage caused by improper maintenance or additions, deletions or alterations by the homeowner is not covered by the warranty.

##### **Action**

Garage doors not meeting the acceptable performance shall be repaired.

##### **Remarks**

Proper operation of overhead garage doors should be confirmed at the walk-through and any malfunction should be noted on the Certificate of Possession Form to avoid any dispute about whether the damage was caused by the builder. The builder is not responsible for the door operation if the homeowner has installed a garage door opener.

### 14.3

#### **CONDITION**

GARAGE DOORS (VEHICULAR AND MAN-DOORS) ALLOW ENTRANCE OF SNOW OR WATER

#### **Acceptable Performance/Condition**

Garage doors shall be installed as recommended by the manufacturer. Some snow or water can be expected to enter under unusual conditions.

#### **Warranty**

None.

#### **Action**

None.

#### **Remarks**

None.

## 14.4

### **CONDITION**

#### SETTLING, HEAVING OR SEPARATING OF LANDINGS OR STEPS

##### **Acceptable Performance/Condition**

Stairs and landings supported by a foundation shall not heave, settle or separate from the main building more than 25 mm.

Stairs and landings not requiring a foundation are not restricted from movement.

##### **Warranty**

###### One-Year Work and Materials

Settlement and subsidence of the land around the building or along utility lines, other than subsidence beneath the footings of the building, is excluded from the warranty.

Damage resulting from normal shrinkage of materials due to drying after construction is not covered by the warranty.

##### **Action**

Stairs, landings and decks not meeting the acceptable performance shall be repaired.

##### **Remarks**

Concrete stairs having not more than two risers, and small wood stairs not attached to the building do not require foundations and are often affected by the settlement of supporting backfill this is not covered by the warranty.



## **14.5**

### **CONDITION**

EXTERIOR DECK, PORCH OR VERANDA IS SPRINGY OR SHAKY

### **Acceptable Performance/Condition**

Exterior decks, porches or verandas shall be designed and installed in accordance with the Building Code.

### **Warranty**

One-Year Work and Materials

### **Action**

Decks, porches or verandas not meeting the acceptable performance shall be repaired.

### **Remarks**

None.

## 14.6

### **CONDITION**

EXTERIOR GUARD OR RAILING IS SHAKY

### **Acceptable Performance/Condition**

Exterior guards and railings shall be designed and installed in accordance with the Building Code.

### **Warranty**

One-Year Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the warranty.

### **Action**

Exterior railings and guards not meeting the acceptable performance shall be repaired.

### **Remarks**

None.

## 14.7

### **CONDITION**

VERANDA OR PORCH BOARD SPACING IS NOT UNIFORM

### **Acceptable Performance/Condition**

Veranda or porch boards forming the walking surface shall be spaced to provide a generally uniform appearance.

### **Warranty**

One-Year Work and Materials

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

### **Action**

Veranda or porch boards not meeting the acceptable condition shall be repaired.

### **Remarks**

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

**14.8**

**CONDITION**

EXTERIOR WOOD HANDRAILS HAVE SLIVERS

**Acceptable Performance/Condition**

Handrail surfaces meant to be touched shall not have slivers that prevent the handrails from being grasped.

**Warranty**

One-Year Work and Materials

Damage resulting from normal wear and tear is excluded from warranty.

**Action**

Handrails not meeting the acceptable condition shall be repaired.

**Remarks**

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

**14.9**

**CONDITION**

EXTERIOR PORCH, BALCONY OR VERANDA IS OUT OF LEVEL

**Acceptable Performance/Condition**

Exterior porches, balconies or verandas must slope away from the building a maximum ratio of 50 mm in 3600 mm to shed water.

**Warranty**

One-Year Work and Materials

**Action**

Exterior porches, balconies or verandas not meeting the acceptable condition shall be repaired.

**Remarks**

None.

## 14.10

### **CONDITION**

WATER ACCUMULATES ON GARAGE FLOOR

#### **Acceptable Performance/Condition**

Provided garage floors are sloped to drain to the exterior, minor variations in the surface of the floor may impede drainage and are acceptable.

#### **Warranty**

One-Year Work and Materials

#### **Action**

Garage floors not meeting the acceptable condition shall be repaired.

#### **Remarks**

Closed overhead garage doors, stored materials and debris on the floor may impede drainage to the exterior. Winter conditions may also impede drainage and homeowner should ensure proper maintenance by removing any slush or snow that falls from vehicles.

It is recommended that the exterior apron at the overhead door is sloped to the exterior to promote drainage.

## 14.11

### **CONDITION**

#### WATER PONDING IN SURFACE GRADING OF THE SITE

##### **Acceptable Performance/Condition**

The site shall be graded so that water does not generally accumulate adjacent to the building. Backfill against a foundation shall be graded to prevent drainage towards the building.

##### **Warranty**

One-Year Work and Materials

Subsidence of the land around the building or along utility lines, alterations by the homeowner such as landscaping or improper maintenance is excluded from the warranty.

##### **Action**

Site grading shall meet the acceptable condition by conforming to a municipally approved grading plan, or equivalent, where applicable. Upon request by the owner, the Builder shall supply fill only for excessively settled areas one time only during the first year of warranty. The owner shall be responsible for placing of the fill and any grass, shrubs or other landscaping affected by the placement of such fill. After the first year, the homeowner is responsible for maintaining the finished site grading to ensure ponding water does not adversely affect their premises.

##### **Remarks**

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