



## Lux Performance Standard Guidelines

### INTRODUCTION

The "Lux Performance Standard Guidelines" will be used by the Lux Residential Warranty Program in order to define the minimum warranty coverage for common and frequent warranty defects. The Guidelines are a reflection of the industry warranty on typical and common defects and define to what degree of repair or conditions meet with industry standards. The standards allow the Builder and Homeowner to define in advance the minimum performance criteria for new homes.

These standards are not a replacement to the National Building Code but rather clarification to the performance of materials installed by the builder. The guidelines do not affect or replace other manufacturer warranties. Every aspect of every product or construction assemblies has not been accounted for. Items not accounted for in these guidelines will be defined by Lux warranty as circumstances require.

### Not insurance

A warranty repair is one that repairs, restores, alters or replaces elements in the home that do not perform to the minimum performance guidelines and subsequently create defects as a result. This is not like a home insurance claim that may replace any item which falls under its coverage.

The standards also take into account that home building materials have properties which will change in size and volume particularly after the first few months of construction and that these products are also susceptible to the natural and living environments in which they are exposed to after assembly.

Subsequently the standards allow for slight deviation in color, wood grains and take into consideration the degree by which any specific item does not meet the standard.

### WARRANTY COVERAGES

#### First -Year Warranty (12 month after possession)

The Builder agrees to repair defects in workmanship and replace defective materials or appliances in the Home supplied by the Builder, which becomes apparent within one year after the Date of Possession. *(note some appliances may be only subject to manufacturer warranty coverage)*

#### Major Structural Defect Coverage (after year one to expiry of the warranty term)

The Warranty Program provides coverage for Major Structural Defects as defined on the Warranty Certificate in addition to the Builder's first-year warranty.



## TERMINOLOGY

### **Builder**

Means the Registered Builder Member of the Program named in the Limited Warranty Certificate.

### **Building Envelope**

The wall and roof assemblies that include all those elements of the assembly that contribute to the separation of the outdoor and indoor environments so that the indoor environment can be controlled.

### **Contract**

The Agreement of Purchase and Sale between the Builder and Homeowner, or the construction Contract between the Builder and Homeowner.

### **Date of Possession**

The Date of Possession shown on your Possession Certificate.

### **Delivery and Distribution Systems**

Include all wires, conduits, pipes, junctions, switches, receptacles and seals, but does not include appliances, including wood burning furnaces fittings and fixtures.

### **Exterior Cladding**

All exterior wall coverings, including siding and above-grade masonry as required and detailed in the relevant sections of the National Building Code.

### **Home**

*Home* means the building only located at the address set forth on your Limited Warranty Certificate built solely for use as a permanent residence. Home does not include detached garages or detached carports, driveways, pavement or other exterior surfaces, sidewalks, fences, landscaping, light posts, shrubbery, patios, retaining walls, wells and septic systems.

### **Homeowner**

Means the person(s) named in the Limited Warranty Certificate as Homeowner, and or person(s) who become registered owners of the Home during the term of this Limited Warranty.

### **Major Structural Defect**

Means a significant defect in workmanship or materials, that has resulted in actual physical damage to and failure of a Load-Bearing Portion of the Home, which;

1. materially and adversely affects its load-bearing function, and
2. vitally affects the use of the Home for residential purpose Defects in a deck do not constitute Major Structural Defect

The activity to be undertaken by the Builder as referred to in the performance guidelines.

The Builder must choose a repair method that will meet the acceptable performance/condition specified in the guideline. The method of repair may involve restoration, alteration, partial or full replacement of materials or equipment.

### **Visible**

Easily seen when viewed from a position that is normal to the use of the room or area, under normal lighting conditions and without the requirement for ladders or kneeling.

## FOUNDATION/BASEMENT

### 1. CONDITION

#### SOFT CONCRETE

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

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

##### **Warranty**

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

##### **Action**

Where flaking occurs to the extent of exposing the aggregate, the concrete surface shall be repaired to provide a hardened surface.

##### **Remarks**

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

### 2. CONDITION

#### UNEVEN BASEMENT CONCRETE FLOORS

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

Concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 3/8 inch (8mm) in 32 inches (750mm).

##### **Action**

Uneven floors exceeding the acceptable condition shall be repaired.

##### **Remarks**

Repairs may include grinding or applying a topping. The color and texture of a repaired area may not match the surrounding concrete.

### 3. CONDITION

#### CONCRETE BASEMENT FLOOR CRACKS

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

Cracks resulting from normal shrinkage are acceptable; cracks in excess of 1/8 inch (3mm) in width are not acceptable

##### **Action**

Cracks resulting from normal shrinkage of materials caused by drying after possession are excluded from the warranty. Cracks in excess of the acceptable condition shall be repaired.

##### **Remarks**

Concrete floors naturally crack during curing due to shrinkage. Where repairs are necessary, color and/or texture may not match the surrounding concrete. Small crack typical repairs are caulked with concrete specific products.

### 4. CONDITION

#### SETTLEMENT OF CONCRETE FLOOR SLAB-ON-GROUND

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

At the perimeter of rooms, concrete floor slabs shall not settle more than ½ inch (12 mm) from their original position.

##### **Action**

Slabs that settle more than the acceptable condition shall be repaired.

### 5. CONDITION

#### CRACKED CAST-IN-PLACE CONCRETE FOUNDATION WALL

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

Cracks resulting from normal shrinkage are acceptable; cracks in excess of 1/8inch (3 mm) in width are not acceptable.

##### **Action**

Cracks resulting from normal shrinkage of materials caused by drying after possession are excluded from the warranty. Walls with cracks exceeding the acceptable condition shall be repaired.

##### **Remarks**

Concrete walls naturally crack during curing due to shrinkage.

The color and texture of a Repaired area may not match the surrounding concrete.

## 6. CONDITION

### DAMP BASEMENT WALL OR FLOOR

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

Dampness on wall or floor surfaces caused by capillary action, seasonal moisture soaking or condensation of water vapor may occur. Only actual water penetration through an opening in the wall or floor may be covered by the warranty.

#### **Action**

No action by the builder is required.

#### **Remarks**

Condensation can occur during peak seasonal weather patterns. The Homeowner should reduce the moisture levels to prevent harm by using a dehumidifier or by increasing the amount of dry ventilation to the area.

## 7. CONDITION

### FOUNDATION WALL LEAKS

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

Foundation walls shall not allow 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 shall be repaired.

#### **Remarks**

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.

## FLOOR FRAMING

### 1. CONDITION

#### SPLIT WOOD BEAMS OR POSTS

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

Load-bearing wood beams and posts that have splits and checks due to normal drying are acceptable if the beams and posts have been sized according to the National Building Code and structural deficiency are not present. Normal shrinkage is acceptable where the wood beam or post are also intended to be decorative.

#### **Action**

Splits and checks not meeting the acceptable performance shall be repaired. Splits and checks resulting from Normal shrinkage caused by drying after possession are excluded from the warranty.

#### **Remarks**

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

### 2. CONDITION

#### WOOD BEAM OR POST IS CUPPED

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

Load-bearing wood beams and posts that are cupped due to Normal drying are acceptable if the beams and posts have no structural deficiency.

#### **Action**

Cupped beams and posts not meeting the acceptable condition shall be repaired.

Cups resulting from normal shrinkage caused by drying after possession are excluded from the warranty.

#### **Remarks**

Wood beams and posts are timbers, the characteristic of drying wood such as cupping is beyond the control of the Builder and cannot be prevented.

### 3. CONDITION

STRUCTURAL COLUMN IN UNFINISHED BASEMENT IS OUT OF PLUMB

#### Acceptable Performance/Condition

Structural columns in an unfinished basement shall not be out of plumb more than 1/2 inch (12 mm) in 8 foot (2.4m).

#### Action

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

### 4. CONDITION

LOOSE SUBFLOOR

**Acceptable Performance/Condition** Subfloors shall not become loose. Significant movement shall not be felt underfoot under normal loading conditions. Subfloors shall be fastened reasonably in accordance with the National Building Code.

#### Action

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

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

### 5. CONDITION

FLOOR SQUEAKS

#### Acceptable Performance/Condition

Floors shall be free from significant movement in the floor system under normal loading conditions.

#### Action

Significantly loose floors not caused by excessive changes in moisture levels will be repaired. Squeaks resulting from normal shrinkage of materials due to drying after possession or any other condition are excluded.

#### Remarks

Extended low-humidity indoor environments often cause excessive shrinkage in the wood resulting in loose floor connections as does extensive heating with wood stoves per example. The Homeowner must maintain indoor humidity levels to prevent excessive drying of materials. A squeak-free floor may not be attainable.

### 6. CONDITION

OUT OF LEVEL WOOD FLOOR

#### 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 1 inch (25 mm) in 12 foot (3.6m) will apply, when measured between the opposite walls or defined limits of the room or area.

#### Action

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

Minor slope variance caused by normal shrinkage of materials due to drying after possession is excluded.

#### Remarks

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

### 7. CONDITION

BOUNCE, DEFLECTION, VISIBLE SAG

#### Acceptable Performance/Condition

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

#### Action

Floors not meeting the performance condition shall be repaired.

#### Remarks

Long-spanned floor joists will normally move more than short-spanned joist. The typical performance under loading conditions is the length of the structural member divided by 360 for a maximum deflection.

## WALL FRAMING

### 1. CONDITION

OUT OF PLUMB WALL

#### Acceptable Performance/Condition

Where the condition is Visible from a normal viewing position, walls shall not be out of plumb more than 1/2 inch (12 mm) in 8 foot (2.4m) vertical measurement.

#### Action

Walls not meeting the acceptable condition shall be repaired.

#### Remarks

It is reasonable to expect minor variation from plumb.

### 2. CONDITION

BOWED WALLS

#### Acceptable Performance/Condition

On the interior of a Home, where bowed framing causes local distortion, the variation shall not be more than ¼ inch (6mm) out of line within any 32 inch (813mm) horizontal or vertical measurement.

Distortion due to shrinkage caused by Normal drying after possession is not covered.

#### 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. CONDITION

MALFUNCTION OF WINDOWS

#### Acceptable Performance/Condition

Windows shall be installed to operate with reasonable ease and perform as per the manufacturers approved standard.

Damage resulting from improper maintenance is not covered by the warranty. Some windows have a higher tested performance standard than others.

#### Action

Windows not meeting the acceptable performance shall be repaired.

#### Remarks

All windows should be inspected for operation and damage at the time of Possession. Window operation & performance varies with different window manufacturers.

### 4. CONDITION

WINDOW GLASS AND/OR SCREEN IS DAMAGED

#### Acceptable Performance/Condition

Window glass and screens can be inspected for damage at the time of Possession.

**Warranty** None **Action** None

### 5. CONDITION

GLASS IS CRACKED

#### Acceptable Performance/Condition

Windows shall be installed as per manufacturers recommendations so that the glass does not crack due to movement or settlement of the building frame.

#### Action

Windows with glass showing stress cracks shall be repaired.

#### Remarks

Stress cracks sometime occur across corners of glass as a result of pressure being applied to the edge of the glass.

## **6. CONDITION**

WINDOW UNIT LEAKS DURING RAIN

### **Acceptable Performance/Condition**

Windows shall not allow water penetration under normal weather conditions when closed.

### **Action**

Defective windows that leak shall be repaired or replaced.

### **Remarks**

The Homeowner must ensure operable windows are properly closed, weather stripping, caulking is maintained and drain ports are not obstructed. Warranty cannot increase the initial intended performance of any window. Window manufacturer may provide extended warranty coverage.

## **7. CONDITION**

CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) GLASS UNIT

### **Acceptable Performance/Condition**

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

### **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. Extended warranty is often available through the window manufacturer.

## **8. 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. Damage resulting from improper maintenance or abusive use is not covered by the warranty.

### **Action**

Doors not meeting the acceptable performance shall be replaced. The warranty cannot increase the initial intended performance design of the door system.

### **Remarks**

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

## **9. CONDITION**

EXTERIOR DOOR STICKS

### **Acceptable Performance/Condition**

Exterior doors and their hardware shall be installed to operate with minimal binding taking into account the weather stripping seal. They often require adjusting of the long screws in the top hinge during the first year due to framing material shrinkage.

### **Action**

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

### **Remarks**

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

## **10. CONDITION**

EXTERIOR DOOR SLAB PLUMB

### **Acceptable Performance/Condition**

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

Variance in the width of the gap between the door and the frame is acceptable unless the proper operation of the door is adversely affected.

## 11. CONDITION

EXTERIOR DOOR HARDWARE OR DECORATIVE METAL TRIM HAS DISCOLOURED

### Acceptable Performance/Condition

Finishes on door hardware and fixtures will discolor and varies with manufacturers.

### Action

No action by the Builder is required.

### Remarks

Some hardware may have a coating to inhibit discoloration. Oxidation and environmental pollutants can accelerate discoloration. Various product warranties are provided by the manufacturers.

## 12. CONDITION

SLIDING DOOR AND SCREEN

### Acceptable Performance/Condition

Sliding doors and their screens shall move freely on their tracks and latch securely. Damage resulting from normal wear and tear or improper maintenance is not covered.

### Action

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

### Remarks

Normal Home maintenance for sliding doors and screens may involve adjustment from, the tracks and hardware may need to be cleaned.

## EXTERIOR FINISHING

### 1. CONDITION

BOWED / WAVY WOOD OR HARDBOARD SIDING PANELS

#### Acceptable Performance/Condition

Siding shall be installed to accommodate 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 shall not exceed 1/2 inch (12.7 mm) in any 32 inches (750mm).

#### Action

Bowed or wavy siding exceeding the acceptable condition shall be repaired. The tolerance for vinyl based sidings is significant due to the typical product performance.

#### 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.

### 2. CONDITION

WOOD OR HARDBOARD OR PANEL SIDING JOINTS

#### Acceptable Performance/Condition

Wood or hardboard or panel type siding shall be installed in accordance with the National Building Code and the manufacturer's specifications including gaps at joints to allow for expansion. Joints shall be suitably protected to prevent water penetration. Normal shrinkage of materials caused by drying after possession 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 are often required to prevent buckling. Caulking can 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.



### **3. CONDITION**

#### **WOOD SIDING. FASTENERS**

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

Fasteners shall be corrosion resistant and compatible with the siding in accordance with the National Building Code. Damage resulting from Normal wear and tear or damage resulting from improper maintenance is excluded.

##### **Action**

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

##### **Remarks**

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

### **4. CONDITION**

#### **CEDAR SHAKES OR SHINGLES**

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

Where full-covering or opaque stains are used over cedar shakes or shingles, the bleeding of resins or extractives shall not be visible when viewed, without magnification, from a minimum perpendicular distance of 23 feet (7 m) under normal lighting conditions and from a normal viewing position. Damage resulting from normal wear and tear is excluded.

##### **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 exposures and grade of materials.

### **5. CONDITION**

#### **ALUMINUM OR VINYL SIDING, TRIM & ACCESSORIES**

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

Aluminum or Vinyl Siding, associated trim and accessories shall be reasonably installed in accordance with the manufacturer's specifications and not become displaced or detached. Typically, most Vinyl siding are soft products, volatile to changes in temperature and weather conditions that can lead to imperfections in finishes and performance.

The performance of these products are often not as stable as more expensive and rigid types of sidings.

Damage resulting from an act of God, and very severe weather conditions are excluded from the warranty.

##### **Action**

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

##### **Remarks**

It is normal for Vinyl siding to seem to be installed loose and sometimes move in significant wind conditions, however it should not displace or detach under normal weather conditions.

### **6. CONDITION**

#### **ABOVE-GRADE MASONRY WALL OR VENEER CLADDING**

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

Cracks resulting from normal shrinkage are acceptable, crack width in excess of the ratio of 1/8 inch (3 mm) in 33 foot (10 m) are not.

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

##### **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.

## **7. CONDITION**

### **EFFLORESCENCE ON MASONRY SURFACE**

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

Efflorescence commonly occurs on masonry surfaces and is normal. Localized concentrations of efflorescence Visible from 23 feet (7 m) are not acceptable.

#### **Action**

Localized concentrations of efflorescence Visible from 23 foot (7 m) shall be investigated. Repairs shall be made If it is determined that a defect in work or material is the cause of the efflorescence,.

#### **Remarks**

Efflorescence is a deposit of mineral salts on the surface of masonry and occurs naturally due to the movement of moisture and may diminish over time. Visibility varies with seasonal conditions.

## **8. CONDITION**

### **WATER LEAKAGE AT DOORS AND WINDOWS**

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

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

#### **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, improper termination and lack of weep holes in masonry veneer can allow water to drain to the interior. Damage resulting from normal wear and tear, improper maintenance or additions are not covered.

## **9. 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 allowing water penetration. Stucco on a drained cladding system shall not have unintentional gaps or cracks Visible from a distance of not less than 23 feet (7 m).

Damage resulting from improper maintenance is not covered.

#### **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. The color or texture of repaired areas shall match the existing so as not to be Visible from a distance of 23 foot (7 m) under normal lighting conditions.

## **10. CONDITION**

### **EXTERIOR WOOD TRIM**

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

Exterior wood trim may split, cracks visible from 23 feet (7 m) under normal lighting conditions, or cracks resulting in displacement or detachment, are not acceptable.

Cracks resulting from Normal shrinkage of materials caused by drying after possession, and 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. None.

## 11. CONDITION

### LEAK IN EXTERIOR WALL

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

The Building Envelope shall be constructed to prevent water entry.

Water penetration resulting from improper maintenance or normal wear and tear is not covered.

#### **Action**

Building Envelopes not meeting the acceptable condition shall be repaired.

#### **Remarks**

Joints and cracks in exterior wall surfaces and around openings shall be properly sealed to prevent the entry of water.

Caulking and sealants deteriorate under normal weather conditions and should be checked

regularly, particularly the 1st year when shrinkage may occur most. Weep holes need to be maintained to allow water to egress.

## ROOFS

### 1. CONDITION

#### SNOW AND RAIN LEAKS

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

Attic vents are designed to prevent the entry of rain, snow and insects and they shall be installed in accordance with the National Building Code. Water penetration resulting from improper maintenance or an act of God extreme weather storms are excluded.

#### **Action**

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

#### **Remarks**

During high wind pressures, slight amounts of precipitation may be driven into roof vents. This condition is warranted only where there is a demonstrated defect in work or material supplied by the builder.

### 2. CONDITION

#### ROOF OR FLASHING LEAKS

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

Roofs and their associated flashings shall not allow water penetration under normal weather conditions.

#### **Action**

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

#### **Remarks**

Ice dams can cause water leakage during 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.

### 3. CONDITION

#### ROOF SHINGLES

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

Roof shingles shall be installed according to the manufacturer's specifications. 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, materials, manufacturers have varying abilities to resist these forces. The warranty cannot increase the design performance of these products.

#### **4. CONDITION**

##### **ASPHALT SHINGLES**

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

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

###### **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. The National building code may require additional sealing of shingle in some areas subject to the local authority.

#### **5. 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.

###### **Action**

Roofing not meeting the acceptable condition shall be repaired.

###### **Remarks**

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

#### **6. 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.

###### **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. Some standing water is normal and should generally dissipate after a few days.

#### **7. CONDITION**

##### **EAVESTROUGHS**

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

Eaves troughs and downspouts shall not leak at joints.

###### **Action**

Eaves troughs and downspouts not meeting the acceptable performance shall be repaired.

###### **Remarks**

Water hitting and dripping off the outside of eaves troughs and downspouts does not represent leakage. Cleaning maintenance and excessive ice damming must be controlled by the homeowner.

#### **8. CONDITION**

##### **SKYLIGHT LEAKS**

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

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

## PLUMBING

### 1. CONDITION

#### INADEQUATE WATER SUPPLY

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

Water supply from municipal water sources may vary with the supplied pressure.

##### **Action None. Remarks**

Confirm proper operation of faucets and fixtures at the time of Date of Possession.

### 2. CONDITION

#### LEAKING PIPES

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

Domestic water supply and drainpipes shall not leak.

Damage resulting from improper maintenance or alterations made by the Homeowner is excluded from the warranty.

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

##### **Action**

Pipes not meeting the acceptable performance shall be repaired.

##### **Remarks**

Condensation on cold-water supply pipes is not covered by the warranty. High indoor humidity is the main cause of condensation on pipes. The main water supply valve should be turned off if a leak is detected in a water supply pipe,.

### 3. CONDITION

#### FAUCET AND FIXTURES

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

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

Damage resulting from improper maintenance, normal wear and tear, are excluded from the warranty. Secondary damage caused by defects, such as property damage or personal injury, is excluded from the warranty.

##### **Action**

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

##### **Remarks**

Some manufacturers offer warranties on their products that extend beyond the First-Year warranty.

### 4. CONDITION

#### PLUMBING PIPES ARE FROZEN

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

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

### 5. CONDITION

#### BATHTUB OR SHOWER LEAKS

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

Bathtubs and showers shall be installed in accordance with manufacturer's specifications. Damage resulting from improper maintenance or abuse is excluded from the warranty.

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

##### **Action**

Bathtubs or showers not meeting the acceptable performance shall be repaired. The warranty cannot increase the designed performance of shower enclosure systems.

##### **Remarks**

Caulking and seals around bathtubs and shower enclosures and entry door seals require regular Homeowner inspection and maintenance to prevent leaks.

## **6. CONDITION**

WATER HAMMER NOISE.

### **Acceptable Performance/Condition**

Water supply pipes shall be installed to minimize the effects of water hammer. Secondary damage caused by defects, such as property damage 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. Ticking sounds coming from copper or 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

## **7. CONDITION**

CRACKING OR CHIPPING

### **Acceptable Performance/Condition**

Damage visible at the time of the Date of Possession is excluded from the warranty. Damage resulting from normal wear and tear is excluded from the warranty.

### **Action**

Defective fixture must be repaired or replaced.

### **Remarks**

Maintain porcelain, enamel or fiberglass surfaces in accordance with the manufacturer's instructions.

## **8. 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. Damage resulting from improper maintenance is excluded from the warranty.

### **Action**

Defective products shall be Repaired or replaced.

### **Remarks**

Plumbing fixtures, appliances or trim fittings must be maintained in accordance with the manufacturer's instructions.

## **9. CONDITION**

FIBREGLASS AND ACRYLIC BATHTUB AND SHOWER

### **Acceptable Performance/Condition**

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

### **Action**

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

### **Remarks**

Fiberglass 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.

## 10. CONDITION

### COUNTERTOPS

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

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

Damage resulting from improper maintenance or abuse is excluded from the warranty.

#### **Action**

Manufactured countertops not meeting the acceptable performance shall be repaired.

#### **Remarks**

Manufactured 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.

## ELECTRICAL

### 1. CONDITION

#### CIRCUIT BREAKERS

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

Electrical circuits shall be installed in accordance with the applicable Electrical Code in your province. Damage resulting from improper maintenance or abuse is excluded from the warranty.

Secondary damage caused by defects, such as property damage 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 could result from faulty appliances and should be investigated. Typical household wiring is installed to accommodate residential electrical loads.

### 2. CONDITION

#### ELECTRICAL OUTLETS OR SWITCHES

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

Electrical outlets and switches shall be installed in accordance with manufacturer's specifications and the applicable Electrical Code in your province. Damage resulting from improper maintenance or abuse is excluded from the warranty. Secondary damage caused by defects, such as property damage or personal injury, is excluded from the warranty.

#### **Action**

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

#### **Remarks**

Check the electrical circuit panel when a receptacle or switch fails to work.

### 3. CONDITION

#### ELECTRICAL FIXTURE

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

Electrical fixtures supplied and installed by the Builder shall be installed in accordance with the manufacturer's specifications and the applicable Electrical Code in your province.

Damage resulting from improper maintenance or abuse is excluded from the warranty.

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

#### **Action**

Electrical fixtures not meeting the acceptable performance shall be repaired.

#### **Remarks**

Check the electrical circuit panel if a receptacle or switch fails to work.

## INTERIOR CLIMATE CONTROL

### 1. CONDITION

#### DRAFTY OUTLETS

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

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

##### **Action**

Electrical boxes not meeting the acceptable condition shall be repaired.

##### **Remarks**

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

### 2. CONDITION

#### BACK DRAFTING OF EXHAUST FANS

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

Kitchen and bath exhaust fans shall be installed with back draft dampers as per manufacturer's specifications.

##### **Action**

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

##### **Remarks**

Because they are connected to the exterior, 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 fully closed.

### 3. CONDITION

#### CONDENSATION AND/OR FROST ON WINDOWS

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

Condensation may occur on interior of window surfaces.

Damage caused by dampness or condensation due to failure by the Homeowner to maintain adequate ventilation and or moisture levels is excluded from the warranty.

##### **Action None. Remarks**

Condensation occurs when water vapor in indoor air contacts cool surfaces such as window glass. Condensation on interior window surfaces is common during cold seasons.

It is important for Homeowners to maintain proper humidity levels within the home to prevent damage to other components, some condensation on windows may be expected.

Interior air moving over the windows will help control condensation. Heavy draperies or window coverings that cover windows and block heat diffusers will prevent air flow.

### 4. CONDITION

#### HEATING, VENTILATING OR AIR CONDITIONING (HVAC)

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

Wood Heating furnaces, appliances, their entire chimney and mechanical systems are excluded from warranty coverage.

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

##### **Action**

Where Builder supplied and installed the systems and ductwork and piping do not meet the acceptable performance, repairs shall be made excluding wood burning appliances and furnace systems.

##### **Remarks**

HVAC furnaces & appliances are subject to the manufacturers warranties.



## 5. CONDITION

### INADEQUATE HEAT

#### Acceptable Performance/Condition

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

22°C in living spaces, 18°C in unfinished basements and 16°C in crawl spaces at the design temperature for the geographical location. 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:

Orientation, north-facing rooms are generally cooler than others, windows have little insulating value and allow more heat to escape, rooms over garages have insulated floors that lose heat to the unheated garage below, non restricted airflow from the supply outlet in a room to a return inlet or undercut door is essential. In determining the temperature, measurements shall be taken in the center of the room at 5 feet (1.5m) above the floor after the heating system has been running continuously for at least 25 minutes.

## 6. 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.

#### Action

Where the cooling system is not capable of achieving 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.

## 7. 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**

## 8. CONDITION

### AIR CONDITIONING COOLANT LEAKS

#### Acceptable Performance/Condition

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

#### Action

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

#### Remarks

None.

## WALL AND CEILING FINISH

### 1. CONDITION

#### UNEVEN CEILING FINISH

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

Within a room or area, ceilings shall appear uniform when viewed from a normal viewing position under normal lighting conditions. Where an isolated sag, bulge or area of waviness appears and is not a structural problem, the variation shall not exceed 1/4 inch (6 mm) in any 32 inches (750mm).

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

##### **Action**

Sags or waves in ceilings greater than the acceptable performance shall be repaired provided this condition was not present at possession.

##### **Remarks**

Even when installed according to the National Building Code, undulation in dry walled ceilings due to joint finishing is often visible. This occurrence can be exaggerated by particular 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.

### 2. CONDITION

#### INTERIOR WALL AND CEILING CRACKS

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

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

Hairline cracks resulting from Normal shrinkage of materials due to drying after possession are common in gypsum wallboard.

##### **Action**

Only warranted cracks "cracks in excess of 1/16inch (1.5mm)" shall be repaired to ready to paint stage.

##### **Remarks**

Cracks are not unusual in drywall compound at joints, particularly at corners. Most cracks are a result of normal shrinkage and are generally not warranted. The repair of normal shrinkage cracks is at the builder's discretion and repainting is not required. Such repairs are best left until the framing completed its initial shrinking process.

### 3. CONDITION

#### ROOF TRUSS UPLIFT AND CEILING/WALL JOINT SEPARATIONS

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

Cracks resulting from normal shrinkage are acceptable; Cracks as a result of truss uplift in excess of 1/16inch (1.5mm)" shall be repaired to ready to paint stage. Roof ventilation must also be investigated to insure conditions for Roof Truss Uplift are minimized.

##### **Action**

Cracks in excess of the acceptable condition 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. Control of proper interior moisture levels is required. These type of issues are more prominent in Coastal areas.

### 4. CONDITION

#### DRYWALL NAIL/SCREW POPS, TAPE BLISTERS

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

Slight imperfections such as nail pops, seam lines and cracks are common in gypsum wallboard installation. Significant blemishes readily noticeable when viewed under normal lighting conditions from a normal viewing position 6 feet (1,800mm) perpendicular distance from the wall surface are unacceptable.

##### **Action**

Builder will repair, one time only, during the first year to a ready for paint stage and does not include painting. The conciliator may, at their discretion, require the builder to repaint if the blemishes are deemed excessive. 12 nail pops per 100sq. ft. (10 M) may represent excessive.

## 5. CONDITION

### TEXTURE OF PAINTED GYPSUM WALLBOARD

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

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

#### **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.

## 6. CONDITION

### PAINT FINISH

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

A Properly Painted Surface shall be assessed by viewing, without magnification, from a minimum perpendicular distance of 5 feet (1.5m) under normal lighting conditions and from a normal viewing position.

#### **Action**

Where a Properly Painted Surface is not achieved Repairs shall be made provided this item was not visible at possession.

#### **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. Repainted areas shall reasonably match the original finished surface for colour, sheen and texture.

## 7. CONDITION

### CLEAR INTERIOR FINISHES

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

Clear interior finishes shall not deteriorate to the extent that they expose the substrate beneath. 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 can sometimes contribute to discoloration and premature deterioration of finishes.

## 8. CONDITION

### WATER PENETRATION BEHIND CERAMIC TILE AND BATHTUB / SHOWERS

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

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

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.

## INTERIOR FINISHING

## 1. CONDITION

### INTERIOR DOOR WARPING

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

Interior doors leading to rooms shall not permanently warp more than ¼ inch (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 ¼ inch (6 mm) beyond the face of the adjacent door leaf.

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

#### **Action**

Doors not meeting the acceptable condition shall be repaired.

#### **Remarks**

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

## **2. CONDITION**

### **INTERIOR DOOR ADJUSTMENTS**

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

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

Slight pressure may be required to engage the latch. Seasonal humidity levels may cause doors and jambs to swell or shrink, resulting in temporary rubbing which may be acceptable. Control of interior moisture levels will affect the door and framing performance.

## **3. CONDITIONSTAIRS**

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

#### **Action**

Stairs not meeting the acceptable condition shall be repaired.

#### **Remarks**

Stair parts do not include applied trim and moldings.

## **4. CONDITION**

### **SQUEAKING STAIRS**

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

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

Squeaks caused by normal shrinkage of materials due to drying after possession, 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-or very high 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 or moisture soaking of materials. A squeak-free stair may not be attainable.

## **5. CONDITION**

### **GAPS IN RAILING**

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

Railing parts shall be fitted to minimize gaps; structural integrity of the joint shall not be affected by minor gaps. Gaps resulting from normal shrinkage of materials due to drying after possession 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 most are evident at possession.

## **6. CONDITION**

### **STAIR RAILINGS LACK RIGIDITY**

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

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

#### **Action**

Stair railings not meeting the acceptable condition shall be repaired.

#### **Remarks**

Slight movement in stair railing may occur under normal use.

## 7. CONDITION

### INTERIOR TRIM AND MOULDINGS

#### Acceptable Performance/Condition

Joints in trim, where exposed to view, with cracks in excess of 1/16 inch (1.5 mm) are not acceptable. Minor gaps caused by normal shrinkage of materials due to drying after possession is excluded from the warranty.

#### Action

Joints not meeting the acceptable condition shall be repaired.

#### Remarks

Control of reasonable and constant moisture levels within the home will diminish trim & molding movement.

## 8. CONDITION

### PAINTED TRIM FINISH

#### Acceptable Performance/Condition

Resin shall not bleed through painted finish on trim.

#### 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.

Control of reasonable and constant moisture levels within the home can diminish trim excessive bleeding.

## CABINETS AND COUNTERTOPS

## 1. CONDITION

### WARPED CABINET DOORS AND DRAWERS

#### Acceptable Performance/Condition

Cabinet doors and drawer faces shall not permanently warp to exceed 1/4 inch (6mm) as measured from face frame to point of furthest warped area with the door or drawer front in the closed position.

#### Action

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

#### Remarks

Humidity levels in the Home affect cabinet doors and drawers. Some movement can be expected.

## 2. 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.

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 or abuse. Normal Home maintenance includes adjusting the cabinet doors and drawers from time to time

## 3. CONDITION

### DELAMINATING COUNTERTOP

#### Acceptable Performance/Condition

The surface of laminated countertops shall not delaminate.

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

#### Action

Countertops not meeting the acceptable condition shall be repaired.

#### Remarks

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

## FLOORING

### 1. CONDITION

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 1/4 inch 6 mm in any 32 inches (750mm).

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.

### 2. CONDITION

CARPET SEAMS

#### Acceptable Performance/Condition

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

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 visible.

Location of carpet seams may vary due to predetermined manufactured widths and installation restrictions and are discretionary.

### 3. CONDITION

LOOSE CARPET

#### 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.

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

### 4. CONDITION

RESILIENT FLOORING PROTRUSIONS

#### Performance/Condition

Finished surface of flooring shall be free of visible protrusions (bumps, fasteners, telegraphing) that deform the surface of the flooring when viewed under normal lighting conditions (not reflected light) from a normal standing position. Depressions or ridges exceeding 1/8 inch (3mm) shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a 6 inch (150mm) straightedge placed over the depression or ridge with 3 inches (75mm) of the straightedge on one side of defect held tightly to the floor.

#### 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.

## **5. CONDITION**

### VINYL FLOORING

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

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

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 or cut.

## **6. CONDITION**

### RESILIENT (FLEXIBLE) FLOOR TILES

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

Resilient floor tiles shall be securely bonded to the substrate.

Tiles that become detached as a result of improper maintenance, physical damage, moisture, normal wear and tear and chemical contamination cannot be considered for the warranty.

#### **Action**

Only warranted floor tiles that become loose shall be repaired.

#### **Remarks**

The Homeowner must maintain tiles in accordance with manufacturer's written instructions. Shade variations within specified colors in replacement tiles are acceptable.

## **7. CONDITION**

### VINYL FLOORING YELLOWING

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

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

Yellowing due to improper maintenance or to 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 and carpeting naturally causes general yellowing over time and is normal.

## **8. CONDITION**

### HARDWOOD BOARDS

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

Cracks resulting from joints that remain open in excess of 1/8 inch (3 mm) over the length of the strip are not acceptable. Cracks resulting from normal shrinkage of materials due to drying after possession, damage caused by normal wear and tear or improper maintenance is excluded from the warranty. Control of reasonable and constant moisture levels within the home can greatly diminish shrinkage problems.

#### **Action**

Cracks greater than the acceptable condition shall be repaired. The builder is not responsible for slight variations in color or grain of wood.

#### **Remarks**

These natural wood products are highly susceptible to changes in indoor relative humidity, which 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 or dehumidification to prevent permanent, irreversible damage. A hygrometer is recommended to monitor indoor humidity levels. Areas around heat registers and those exposed to concentrated sunlight are more susceptible. Wood filler may be used for some repairs.

## 9. CONDITION

### CUPPED HARDWOOD FLOORING

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

Strip hardwood flooring shall be installed without cupping.

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 or humidity levels is excluded from the warranty.

#### **Action**

One complete heating and cooling season should be allowed as a slight problem may remedy itself. Cupping that occurs after the Date of Possession and is proven to result from defective work or materials shall be repaired.

#### **Remarks**

Cupping of hardwood strip flooring results from excessive moisture when the humidity below the finished flooring material is substantially higher than above or too high in general.

Homeowners should use a hygrometer to monitor indoor humidity levels. Excessive cupping can also result in the loosening of the floor boards after shrinkage.

## 10. CONDITION

### UNEVEN SURFACE OF HARDWOOD FLOORING

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

Strip hardwood flooring or parquet flooring shall be installed to provide a surface where adjacent strips have no more than a 1/16 inch (2 mm) difference in elevation.

#### **Action**

Flooring not meeting the acceptable performance shall be repaired.

#### **Remarks**

These natural products have variation in color and grain pattern from one piece of flooring to another which may exaggerate the appearance of the condition. Control of reasonable and constant moisture levels within the home can diminish problems.

## 11. CONDITION

### BLISTERED OR PEELED WOOD FLOORING

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

Site-applied or factory-applied finish on hardwood flooring shall not blister or peel when properly maintained and used under normal conditions. Damage caused by normal wear and tear or improper maintenance is excluded from the warranty.

#### **Action**

Defective finished surfaces shall be repaired.

#### **Remarks**

Isolated air bubbles not resulting in detachment of the finish are acceptable.

Control of reasonable and constant moisture levels within the home can diminish problems.

## 12. CONDITION

### HARDWOOD FLOOR CROWNING

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

Strip hardwood flooring shall be installed without crowning.

Damage caused by improper maintenance and excessive humidity due to failure by the Homeowner to maintain adequate ventilation or control of reasonable and constant moisture levels within the home. **Action**

Crowning of hardwood flooring that occurs after the Date of Possession shall be repaired.

#### **Remarks**

Crowning of hardwood strip flooring results from the surface of the flooring being exposed to excessive moisture. The Homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, or dehumidification to prevent permanent, irreversible damage and to conduct cleaning so as to not over wet the floor. A hygrometer can be used to monitor indoor humidity levels. Never damp mop hardwood flooring.



### 13. CONDITION

#### WOOD FLOORING BUCKLING

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

Hardwood flooring shall be firmly fastened to the substrate in accordance with manufacturer's specifications. 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 or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity.

### 14. CONDITION

#### TILE, MARBLE OR STONE FLOORINGS

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

Ceramic/porcelain tile, marble or stone flooring shall be installed to prevent it from cracking or coming loose from the substrate. In rooms or areas where the flooring must provide a degree of water resistance required by the National Building Code, cracked or loose flooring allowing water to penetrate is not acceptable. Builder will replace and secure cracked or loose tiles.

Damage caused by normal wear and tear, abuse or improper maintenance is excluded from the warranty.

##### **Action**

Flooring not meeting the acceptable condition shall be repaired.

##### **Remarks**

Variations between dye lots of similar materials within a specified color or pattern are normal and acceptable provided they are not readily visible. Slight variations in grout color are to be expected.

### 15. CONDITION

#### GROUT CRACKS

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

Small hairline cracks in grout are common. Loose or missing grout is unacceptable.

Hairline cracks resulting from normal shrinkage of materials due to drying after possession are excluded from the warranty.

##### **Action**

Cracks not meeting the acceptable condition shall be repaired.

##### **Remarks**

Slight variations in grout color are to be expected.

## CHIMNEYS AND FIREPLACES

### 1. CONDITION

#### CHIMNEY CAP LEAK

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

Chimney caps shall be waterproof.

##### **Action**

Chimney caps not meeting the acceptable performance shall be repaired.

##### **Remarks**

Masonry chimneys themselves are only covered under warranty when not used with wood burning appliances.

## 2. CONDITION ROOF LEAK AT CHIMNEY

### Acceptable Performance/Condition

Roof flashings at chimneys shall not leak under normal weather conditions. Damage resulting from improper maintenance is not covered by the warranty. **Action**

Roof flashings not meeting the acceptable performance shall be repaired.

### Remarks

Normal Home maintenance should include professional removal of heavy buildups of ice and snow.

## 3. CONDITION

### FIREPLACE FIREBOX

### Acceptable Performance/Condition

Gas & Propane fireplace firebox paint color may change with time and use.

### Warranty

None. Wood burning fireplaces are not covered under warranty.

### Action None. Remarks

Even though the firebox paint is designed for high temperatures, the paint may change color.

## GARAGES & EXTERIORS

## 1. CONDITION

### HEAVED OR SETTLED GARAGE FLOORS

### Acceptable Performance/Condition

Non-structural poured concrete garage floors supported by grade shall not heave or settle to produce a negative slope into the garage.

### Action

Repair slab to provide drainage in accordance with the National Building Code.

### Remarks

Repair may involve modifications to either the garage floor or supporting sub-grade.

## 2. CONDITION

### CRACKED CONCRETE GARAGE FLOOR

### Acceptable Performance/Condition

Cracks resulting from normal shrinkage are acceptable; crack width in excess of 1/4 inch (6 mm) is not. Cracks resulting from normal shrinkage of materials caused by drying after possession 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. The color and/or texture of a repair may not match the surrounding concrete.

## 3. CONDITION

### GARAGE DOORS

### Acceptable Performance/Condition

Garage doors shall be installed as recommended by the manufacturer. Some entrance of snow and water can be expected under normal conditions. The overhead garage doors shall manually operate with relative ease. 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. The builder will insure adjustments of garage doors to meet manufacturer's recommendations.

### Remarks

The Builder is not responsible for the door operation if the Homeowner has installed a garage door opener.

#### 4. CONDITION

##### SITE SURFACE GRADING

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

Backfill soils against a foundation shall be graded to prevent drainage towards the Home after settling. Settling of the ground within five feet of the foundation walls should not interfere with water drainage away from the Home. Typically new homes are sold with the rough grading, and some minor settlement of the foundation's backfill area will occur during the first year. A positive Grade away from the foundation wall should be maintained or provided by the finished landscaping.

Excluded from the warranty is subsidence of the land around the Home or along utility lines, alterations by the Homeowner such as landscaping or improper maintenance.

###### **Action**

Site grading shall meet the acceptable condition by conforming to a municipally approved grading plan, or equivalent. After the first year, the Homeowner is responsible for maintaining the finished site grading to ensure surface water does not adversely affect their premises.

###### **Remarks**

Surface water may occur because grading may not always be finished at occupancy. Generally, municipalities control the grading patterns of building sites and although Builders must comply with approved grading plans for the installation of swales and slopes, the warranty program does not cover landscaping but rather only the rough grading within 5' feet of the periphery of the foundation.

Disturbed soil will consolidate and cannot be prevented from settling. Sufficient soil must be placed around the Home to ensure acceptable drainage is maintained during the first 9 months after occupancy.

#### 5. 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 Home more than 1 inch (25 mm). Stairs and landings not requiring a foundation are not restricted from movement.

Settlement and subsidence of the land around the Home 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 possession 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 Home do not require foundations and are often affected by the settlement of supporting backfill; this is not covered by the warranty.

#### 6. CONDITION

##### EXTERIOR WOOD HANDRAILS

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

Handrail surfaces shall not have splinters that prevent the handrails from being grasped. 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 splinters can develop from weathering and can be easily removed by sanding as part of normal Home maintenance.

#### 7. CONDITION

##### EXTERIOR DECKS

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

Exterior decks may slope away from the building a maximum ratio of 2 inch (50 mm) in 12 foot (3.6m) to shed water.

###### **Action**

Exterior decks not meeting the acceptable condition shall be repaired.

###### **Remarks**

Free standing decks supported on surface blocks can have seasonal movement. Adjustment after first year will be a **Homeowner responsibility**.

## **8. CONDITION**

### FLOOR DECKING BOARDS

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

Floor decking boards shall be fastened securely to minimize warping and cupping.

Damage resulting from improper maintenance, normal shrinkage of materials due to drying after possession or alterations made by the Homeowner are excluded from the warranty.

#### **Action**

Floor decking boards not meeting the acceptable condition shall be repaired.

#### **Remarks**

Floor decking boards naturally split with exposure to the elements. The condition cannot reasonably be prevented. The characteristics of some manufactured materials may vary.

## **9. CONDITION**

### DECK NAILHEADS

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

Nail heads shall be set generally flush with the adjacent deck surface at the Date of Possession.

#### **Action None Remarks**

Nail heads on decks will protrude from the surface over time and can be easily reset as part of regular home maintenance.

## **10. CONDITION**

### BEAMS

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

Twisting of visible beams in excess of 1/2 inch (13 mm) from plumb is not acceptable.

Twisting resulting from Normal shrinkage caused by drying after possession is excluded from warranty.

#### **Action**

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

#### **Remarks**

Minor twisting is primarily an aesthetic concern rather than a structural problem.