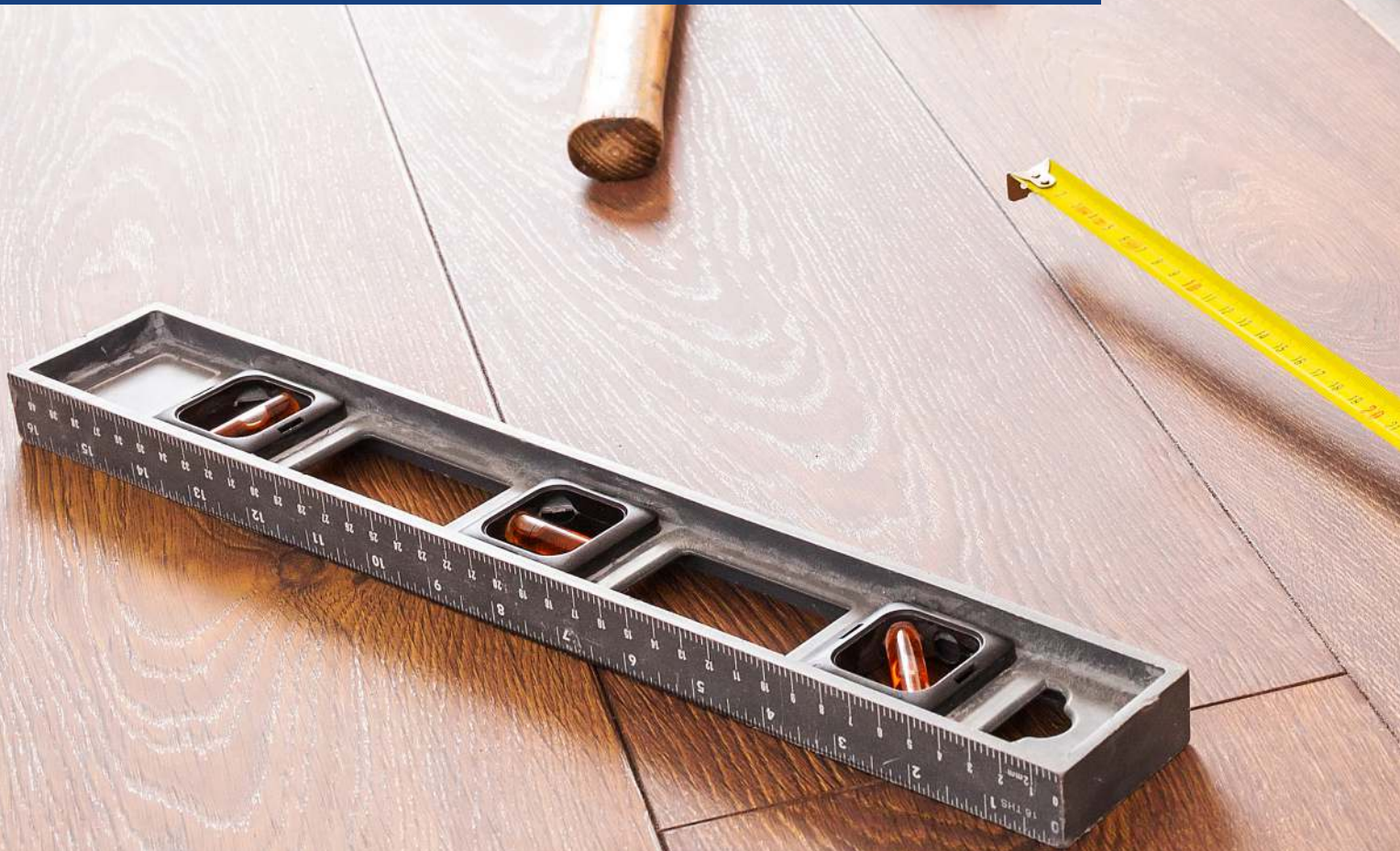


# Construction Performance Guidelines

For Freehold Homes and Condominium Units



Updated June 1, 2019

# **Construction Performance Guidelines**

## For Freehold Homes and Condominium Units

Updated June 1, 2019

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## **ACKNOWLEDGEMENTS**

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### **Industry Agencies:**

Canadian Association of Home & Property Inspectors  
Canadian Carpet Institute  
Canadian Kitchen Cabinet Association  
Canadian Plywood Association  
Canadian Window and Door Manufacturers Association  
Cement Association of Canada  
Concrete Forming Association of Ontario  
Heating, Refrigeration & Air Conditioning Institute  
Independent Plumbing & Heating Contractors Association  
Low Rise Forming Association  
Mechanical Contractors Association of Ontario  
Ministry of Municipal Affairs and Housing  
National Wood Flooring Association  
North American Laminate Flooring Association  
Ontario Association of Architects  
Ontario Association of Home Inspectors  
Ontario Building Officials Association  
Ontario Concrete Block Association  
Ontario Home Builders Association  
Ontario Masonry Contractors Association  
Ontario Painting Contractors Association  
Professional Engineers of Ontario  
Professional Home & Property Inspectors of Canada  
Ready Mixed Concrete Association of Ontario  
Residential Carpentry Contractors Association of Greater Toronto  
Residential Construction Control Council of Central Ontario  
Residential Framing Contractors Association of Metropolitan Toronto & Vicinity  
Residential Roofing Contractors Association of Greater Metropolitan Toronto  
Residential Siding Contractors Association of Greater Metropolitan Toronto  
Siding and Window Dealers Association of Canada  
Structural Board Association  
Terrazzo, Marble and Tile Association of Canada  
The Concrete Floor Contractors Association of Ontario

## **INTRODUCTION**

This document provides measurable benchmarks to assist homeowners and builders with performance related issues arising from workmanship and material deficiencies in new residential construction.

## **PURPOSE OF THIS DOCUMENT**

The Construction Performance Guidelines (*Guidelines*) will be used by Tarion Warranty Corporation (Tarion) when determining whether or not a condition is covered by the statutory warranty.

The purpose of the *Guidelines* is to provide advance information as to how Tarion will decide disputes between homeowners and builders about defects in work or materials. The *Guidelines* are intended to complement the Building Code and are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties.

The *Guidelines* have been prepared in consultation with various industry volunteers, Tarion employees and the general public.

## **BACKGROUND**

The first edition of the *Guidelines* was published on April 2, 2003, to provide measurable benchmarks on the most common issues encountered by new homeowners and builders in Ontario. The second edition of the *Guidelines* was released on December 1, 2003.

The parameters and criteria used in this current version were initially established under the previous documents.

## **THIRD EDITION REVIEW**

Since the last revision of the *Guidelines* in 2003, Tarion has collected suggestions/feedback on the most common issues encountered by homeowners, builders and employees who use this document.

In 2008, a Committee was organized with volunteers from the construction industry to review all suggestions regarding revisions to the current *Guidelines* and possible new items. For a list of participants, please see the "[Acknowledgements](#)" section on page 9.

At the end of 2010, the Committee completed the review of all suggestions and proposed revisions to the *Guidelines*. A public consultation phase followed: December 2010 to January 2011, where the public and industry organizations/agencies were invited to review and comment. The proposed revisions were published on Tarion's website and all comments received were considered in the final *Guidelines*.

During the review process, the Committee deliberated on all submissions from the various stakeholders. Tarion welcomes suggestions for future versions of this document.

Please refer to "[COMMENTS WELCOME](#)" on page 22 to make a submission for future consideration.

## SCOPE OF GUIDELINES

### **Applicability:**

The *Guidelines* are designed primarily for conventional low-rise buildings, of wood frame construction, which is the predominant method of low-rise residential construction in Ontario. Some items may also apply to performance related issues encountered within Condominium units; however, this document excludes Common Elements. For information on Common Elements, see the definition in the “[Terminology](#)” section on page 19, or refer to “[Types of New Homes](#)” on our website at [www.tarion.com](http://www.tarion.com)

### **Interpretation:**

The *Guidelines* should be interpreted with common sense. They deal only with the most frequent and typical items of concern to homeowners. The *Guidelines* 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 [Ontario New Home Warranties Plan Act](#) (“the Act”).

Construction is not an exact science and generally, the materials used have natural properties and faults that must be considered when applying the *Construction Performance Guidelines*.

For example:

- Colours of all materials will be as close to samples as possible, but may not be identical to samples due to variances among manufacturers or differences in the manufacturing process;
- Wood grains and colours may not necessarily match in all cases;
- Shrinkage of natural materials may result in squeaks and creaks.

Some items in this document refer to specific dimensions to determine what is acceptable. These dimensions are used to evaluate the identified conditions. If the variation is minor, Tarion may consider whether the variation significantly affects the performance of the item in determining whether the particular guideline has been met.

Tarion will make its decisions based on the edition of the *Guidelines* that is in effect at the time a conciliation, warranty review or claim inspection is conducted. The effective date is indicated on both the cover of the *Guidelines* and on the bottom of each page.

### **Building Code, Industry References & Manufacturers’ Warranties:**

The *Guidelines* are intended to complement the Building Code, which addresses structural integrity and health and safety matters. In the event where a guideline is in contradiction with the Building Code, the Building Code will prevail. When addressing Building Code issues, it is necessary to consider the construction approval year of the home by the Municipality, Town or Region. The construction approval year will determine the applicable Building Code requirements to your home.

The *Guidelines* are designed to be supplemented by any applicable documentation or standards produced by industry associations. They do not replace manufacturer

warranties. Issues related to extended warranties must be resolved directly with the manufacturer or distributor.

## SCOPE OF WARRANTY RESPONSIBILITIES

### Parties Involved:

Typically there may be a number of parties involved in a residential construction warranty issue in Ontario. The general responsibilities of the main parties are outlined below:

**The Homeowner<sup>1</sup>:** Before signing an Agreement of Purchase and Sale or construction contract, the prospective homeowner should carefully review the document to ensure that it expressly includes all the features agreed upon or to be selected during construction. Before signing a contract, the homeowner should seek legal advice, particularly if any aspect of the contract is unclear. Homeowners also have certain pre- and post-possession responsibilities to fulfill in order to preserve and exercise their statutory warranty rights. These responsibilities are briefly outlined in the section titled “INCOMPLETE, MISSING OR DAMAGED ITEMS” on page 15, and are explained in more detail in the [Homeowner Information Package<sup>2</sup>](#).

**Builder/Vendor<sup>3</sup>:** The builder is responsible for honouring all warranties set out in the *Act* and *Regulations*. The builder may at times have to go back to the manufacturer to obtain a solution for a possible defect, which may delay the repair. For homes with a date of possession on or after October 1, 2003, builders must also follow the [Customer Service Standard](#), which is explained in detail in [Builder Bulletin #42](#).

**Tarion Warranty Corporation:** Tarion is responsible for administering the [Ontario New Home Warranties Plan Act](#). As part of this responsibility, Tarion makes decisions when builders and homeowners disagree about an item covered under the statutory warranties. Tarion also guarantees builders’ statutory warranties, and provides extended major structural defect coverage for years three through seven after a home’s date of possession.

<sup>1</sup> The term owner is defined in the *Ontario New Home Warranties Plan Act* - see the definition in the “Terminology” section on page 19. Throughout this document the term homeowner will be used to refer to owners.

<sup>2</sup> The information contained in the *Homeowner Information Package* applies only to new freehold homes and condominium units with a date of possession on or after October 1, 2003.

<sup>3</sup> The terms builder and vendor are defined in the *Ontario New Home Warranties Plan Act* - see the definitions included in the “Terminology” section on page 19. Throughout this document the term builder will be used to refer to builders and vendors.

## STATUTORY WARRANTY COVERAGE

Warranty coverage is set out in the *Act* 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 statutory 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 work and materials;
- is fit to live in, and;
- meets Ontario Building Code requirements

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.

A builder is also required to provide a warranty against delayed closings (or delayed occupancy for condominium units) that occur without prescribed notice, and the homeowner may make a claim under this warranty within one year after the date of possession. For more information on delayed closings, homeowners should refer to the [Homeowner Information Package](#) or visit Tarion's website at [www.tarion.com](http://www.tarion.com)

### **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 work (including windows, doors and caulking) that result in water penetration into the building envelope;
- Defects in materials and work in the electrical, plumbing and heating delivery and distribution systems;
- Defects in materials and work which result in detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding);
- Violations of Ontario Building Code regulations under which the Building Permit was issued, affecting health and safety, including, but not limited to, fire safety, insulation, air and vapour barriers, ventilation, heating and structural adequacy;
- Major structural defects. For a definition of "major structural defect", see the ["Terminology"](#) section on page 19.

### **Seven-Year Major Structural Defect Coverage<sup>4</sup>**

In addition to the builder's two-year warranty against major structural defects, Tarion provides coverage for major structural defects in years three through seven.

<sup>4</sup> The term "major structural defect" is defined in Regulation 892, Section 1, made under the *Ontario New Home Warranties Plan Act*. See the definitions included in the ["Terminology"](#) section on page 19.

## CONDITIONS NOT COVERED UNDER WARRANTY

It is important for homeowners to note what is **not** covered by the statutory warranty.

The *Act* sets out the following 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 warranties which lie outside the *Ontario New Home Warranties Plan Act*;
- Damage caused by insects or rodents, except where construction does not meet specifications of the Ontario Building Code;
- Damage caused by municipal services or other utilities;
- Surface defects in work and materials specified and accepted in writing by the homeowner at the date of possession.

### Warranty is also not applicable to:

- Temporary or seasonal homes not built on permanent foundations and not insulated sufficiently to enable year-round living (i.e., cottages);
- Homes built on pre-existing footings and/or foundations where the existing part exceeds 40% of the footings as determined by linear measurement (footprint). For further information, please refer to "[Homes Built on Existing Foundations](#)", or visit Tarion's website at [www.tarion.com](http://www.tarion.com);
- Homes that have been lived in or rented prior to sale;
- Homes built in converted buildings;
- Homes purchased from a receiver or trustee may not have warranty coverage in certain circumstances.

If there is any conflict between this publication and the *Act* or *Regulations*, the latter prevail. Tarion assumes no liability for any error or omission in this publication.



## **INCOMPLETE, MISSING OR DAMAGED ITEMS At Pre-Delivery Inspection (PDI)**

A pre-delivery inspection (PDI) is conducted by the builder and the prospective homeowner (or the homeowner's designate), on or before the date of possession. The PDI provides an important opportunity for the prospective homeowner to observe and record any items in the home that are incomplete, missing, damaged or non-operational.

If the item is covered by a statutory warranty, the builder must repair the damaged or non-operational item, or install the missing or incomplete item.

For homes with a date of possession before October 1, 2003, these items should be recorded on the Certificate of Completion and Possession (CCP) or in an attachment to the CCP. For homes with a date of possession on or after October 1, 2003, these items must be recorded on a Pre-Delivery Inspection Form (PDI Form) that has been approved by Tarion.

Listing an incomplete, missing, damaged or non-operational item on the CCP or the PDI 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 Tarion 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 the PDI, any PDI items not rectified by the builder and any new defects that have emerged should be reported in writing to both the builder and Tarion within the applicable warranty period. For homes with a date of possession on or after October 1, 2003, the homeowner must report these items on standard Warranty Service Request Forms and submit them within the time periods set out in the Warranty Services Rules.

For more information on the PDI and the Warranty Service Rules, homeowners should refer to the Homeowner Information Package.

## HOW TO USE THIS DOCUMENT

The *Construction Performance Guidelines* 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 statutory 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.

**See also:** Other items in this document that may be similar to the condition and/or provide further information related to the condition.

## MEASUREMENTS

For instructions on how to measure variations from a specified plane, or for other acceptable measuring tools, please [see A4 in the Appendix](#).

## **TERMINOLOGY**

### **Builder**

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

### **Building Envelope**

The wall and roof assemblies that contain the building space, and 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 within acceptable limits.

### **Contract**

The Agreement of Purchase and Sale between the builder and homeowner, or the construction contract between the builder and homeowner who owns the land.

### **Common Elements**

Include areas in condominium projects shared by residents e.g. lobbies, and recreational facilities such as pools and gyms, as well as “exclusive use areas” e.g. balconies, parking garages. These spaces/components are looked after by the condominium corporation. Common elements are identified in the “Disclosure Statement”, forming part of the “Declaration and Description”.

### **Condominium Corporation**

Refers to the corporation created or continued under the *Condominium Act*, 1998.

### **Condominium Projects**

Include the individually owned units (as in apartment buildings or townhouse complexes) and the land owned in common by all residents. Condominium projects can include high-rise buildings, low-rise buildings, townhouses, semi-detached homes and detached homes.

### **Date of Possession**

The date on which the home is completed by the builder for possession by the first homeowner.

### **Delivery and Distribution Systems**

Include all wires, conduits, pipes, junctions, switches, receptacles and seals, but does not include appliances (except furnaces), fittings and fixtures.

### **Exterior Cladding**

All exterior wall coverings, including siding and above-grade masonry (for example, concrete, bricks, or stone) as required and detailed in the relevant sections of the Building Code under which the Building Permit was issued.

**Home**

Includes self-contained one-family dwellings, whether attached or detached; buildings consisting of two or less self-contained one-family dwellings under common ownership; or a condominium dwelling unit, including the common elements. Also includes any structure used in conjunction with the home, but does not include a building built and sold for temporary occupancy or for seasonal purposes.

**Homeowner**

The person who first acquires the home from a builder for occupancy, and the person's successor in title.

**Major Structural Defect**

Any defect in work or materials:

- a) that results in failure of a load-bearing element of a building;
- b) that materially and adversely affects the ability of a structural load-bearing element of the building to carry, bear and resist applicable structural loads for the usual and ordinary service life of the element; or
- c) that materially and adversely affects the use of a significant portion of the building for usual and ordinary purposes of a residential dwelling and having regard to any specific use provisions set out in the Purchase Agreement for the home.

but excluding any defect attributable in whole or in part to:

- any elevating device as opposed to the surrounding structure of the building housing the device,
- any appliances that form part of the heating or cooling apparatus, equipment or system, whether the water, air or other substances, including furnaces, air conditioners, chillers and heat recover ventilators,
- dampness not arising from failure of a structural load-bearing element of the building,
- acts or omissions of an owner, a tenant, a licensee or invitee,
- acts of civil or military authorities or acts of war, riot, insurrection or civil commotion,
- a flood not caused by the builder, and
- other exclusions set out in subsection 13(2) of the ONHWP Act.

**Normal**

Typical, usual, ordinary or reasonably expected.

**PDI**

Pre-Delivery Inspection of the home, which is conducted by the builder together with the purchaser or their designate.

**Properly painted surface**

Uniform in appearance, colour and sheen, free of foreign material, lumps, skins, runs, sags, insufficient coverage, drips, spatter, spills and over spray.

**Repair**

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

Generally, where *repairs* are necessary, colour and/or texture may not match exactly the surrounding original material.

**Smooth**

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

**Specified plane**

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

**Vendor**

The person or entity who sells on its own behalf a home not previously occupied to a homeowner.

**Visible**

Easily seen when viewed from a position that is *normal* to the use of the room or area - e.g., hallway - standing position; living room - standing or sitting.

## **COMMENTS WELCOME**

Tarion encourages readers to submit comments regarding their experiences with the *Guidelines*. For submission details, please visit the Tarion website at [Tarion.com](http://Tarion.com). All information will be used to improve future versions of this document.

## 1. FOUNDATION/BASEMENT

## 1.1

### **CONDITION**

EFFLORESCENCE (TYPICALLY A WHITE POWDERY FILM) IS PRESENT ON CONCRETE OR MASONRY FOUNDATION SURFACES

### **Acceptable Performance/Condition**

Efflorescence can occur on concrete and masonry foundation surfaces.

### **Warranty**

None.

### **Action**

The *builder* is not required to take any action.

### **Remarks**

Efflorescence is the formation of a typically white crystalline deposit on the surface of concrete or masonry foundation surfaces when moisture evaporates from the surface. Efflorescence can be removed using a stiff bristle brush and water.

### **See also**

[4.17 EFFLORESCENCE \(TYPICALLY A WHITE POWDERY FILM\) IS PRESENT ON MASONRY EXTERIOR FINISHES](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 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 statutory 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 1.3

#### **CONDITION**

CONCRETE SURFACE IS FLAKING OFF OR “SCALING”

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

Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed under *normal* conditions of weathering and use.

#### **Warranty**

One-Year. Work and Materials

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

#### **Action**

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

#### **Remarks**

Scaling of exterior concrete surfaces including concrete porches, walkways, garage floor slabs, steps (including precast), etc, 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. Where *repairs* are necessary, colour and/or texture may not match the surrounding concrete.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 1.4

### CONDITION

CONCRETE BASEMENT FLOOR IS CRACKED

#### Acceptable Performance/Condition

Cracks resulting from *normal* shrinkage are acceptable; however, cracks in excess of 4 mm in width 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 statutory warranty.

#### Action

Cracks in excess of the acceptable condition shall be *repaired*.

#### Remarks

Generally, concrete floor slabs are not structural. Concrete floors naturally crack during curing due to shrinkage. Actual crack widths shall be determined using a wire feeler gauge\* inserted inside the crack. Since the concrete floor slabs do not have to carry the load of the building, shrinkage cracks are generally considered aesthetic. Where vertical or lateral movement is evident, further investigation may be required. Where *repairs* are necessary, colour and/or texture will not match the surrounding concrete.

#### See also

[14.2 CONCRETE GARAGE FLOOR IS CRACKED.](#)

#### Notes

\* Because it is of a manufactured, set size, an Allen Wrench/Key may be used as a wire feeler gauge.

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 1.5

### **CONDITION**

CONCRETE FLOOR SLAB-ON-GROUND HAS SETTLED IN A FINISHED AREA

### **Acceptable Performance/Condition**

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

### **Warranty**

One-Year - Work and Materials

### **Action**

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

### **Remarks**

None.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 1.6

### **CONDITION**

#### **NO REINFORCEMENT 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

Seven-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.

#### **See also**

[14.3 NO REINFORCEMENT IN GARAGE SLAB.](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 1.7

### **CONDITION**

CONCRETE BLOCK FOUNDATION WALL IS CRACKED

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

Cracks resulting from *normal* shrinkage are acceptable; cracks in excess of 2 mm in width 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 statutory warranty.

#### **Action**

Cracks in excess of the acceptable condition shall be *repaired*.

#### **Remarks**

Where crack width exceeds the acceptable condition, or 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.

#### **See also**

[1.10 CAST-IN-PLACE CONCRETE FOUNDATION WALL IS CRACKED](#)

[1.13 FOUNDATION WALL LEAKS](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 1.8

### CONDITION

PARGING (NOT BRUSH COATING) IS FALLING OFF ABOVE GRADE

### Acceptable Performance/Condition

Hairline cracks are *normal* in parged surfaces; parging that is separating from the concrete block base 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 statutory warranty.

### Action

Parging not meeting the acceptable condition shall be *repaired*.

### Remarks

The Building Code only requires parging (a cement-based layer) on concrete block foundation walls below grade.

Brush coating, however, is only a cosmetic application over poured concrete foundation walls and is covered by item [1.15 “Brush coating on above grade poured concrete foundation wall is falling off”](#).

Slight variation in the colour or texture of *repaired* areas is acceptable.

### See also

n/a

### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 1.9

### **CONDITION**

EXPOSED CAST-IN-PLACE CONCRETE FOUNDATION WALL HAS HOLES IN THE SURFACE

### **Acceptable Performance/Condition**

The exterior portion of foundation walls exposed to view above grade shall have no holes (including “honeycombing”) larger than 50 mm in diameter or 25 mm deep.

### **Warranty**

One-Year – Work and Materials

### **Action**

Walls with holes exceeding the acceptable condition shall be repaired.

### **Remarks**

It is impossible to completely eliminate all surface voids. At the *builder’s* discretion a brush coat may be applied. The colour and texture of a *repaired* area may not match the surrounding concrete.

See item [1.15 “Brush coating on above grade poured concrete foundation wall is falling off”](#)

### **See also**

n/a

### **Notes**

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.



## 1.10

### 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 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 statutory 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.

#### See also

[1.7 CONCRETE BLOCK FOUNDATION WALL IS CRACKED](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 1.11

### **CONDITION**

#### CONDENSATION IN CRAWL SPACE

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

Condensation shall not accumulate on crawl space interior surfaces.

#### **Warranty**

Two-Year - Ontario Building Code Health & Safety Violations

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

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 1.12

### 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 statutory warranty.

### Warranty

None.

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

### See also

[1.13 FOUNDATION WALL LEAKS](#)

[1.14 WATER LEAKAGE THROUGH BASEMENT FLOOR SLAB](#)

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 1.13

### 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 statutory warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the statutory warranty.

#### Action

Defects resulting in water penetration through the basement or foundation shall be *repaired*.

#### Remarks

Only actual trickling water leakage 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. See Appendix A5 "How to Conduct a Water Test" for more information.

#### See also

[1.7 CONCRETE BLOCK FOUNDATION WALL IS CRACKED](#)

[1.10 CAST-IN-PLACE CONCRETE FOUNDATION WALL IS CRACKED](#)

[1.12 BASEMENT WALL OR FLOOR IS DAMP](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 1.14

### CONDITION

#### WATER LEAKAGE THROUGH BASEMENT FLOOR SLAB

#### Acceptable Performance/Condition

Basement floor slabs 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 statutory warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the statutory 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 resulting in an accumulation of water 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.

#### See also

[1.12 BASEMENT WALL OR FLOOR IS DAMP](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 1.15

### CONDITION

BRUSH COATING ON ABOVE GRADE POURED CONCRETE FOUNDATION WALL IS FALLING OFF

### Acceptable Performance/Condition

Hairline cracks are *normal* in brush coated surfaces; brush coating that is separating from the concrete foundation 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 statutory warranty.

### Action

Brush coating not meeting the acceptable condition shall be *repaired*.

### Remarks

Brush coating is not an OBC requirement and absence of brush coating is not a warranted issue.

Brush coating is a concrete slurry sometimes applied over poured concrete foundation walls to provide a more uniform finish. Some variation in the colour or texture is acceptable.

For surface finishes of exposed cast-in-place concrete foundation wall refer to 1.10

### See also

[1.8 PARGING \(NOT BRUSH COATING\) IS FALLING OFF ABOVE GRADE](#)

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 1.16

### **CONDITION**

BASEMENT FLOOR DRAIN IS TOO HIGH

### **Acceptable Performance/Condition**

Basement floor drains shall facilitate water drainage.

### **Warranty**

One-Year Work and Materials

One-Year Ontario Building

Code

- Defects in materials, design and work supplied by the owner, secondary damage caused by defects such as property damage and personal injury, damage resulting from improper maintenance, alteration, deletions or additions made by the owner, or damage caused by municipal services or other utilities are excluded from the statutory warranty.

### **Action**

Basement floor drains not meeting the acceptable condition shall be repaired.

### **Remarks**

Basement concrete floors (slabs) are generally sloped towards a floor drain in order to facilitate water drainage in the event of accidental flooding. The location of the floor drain should be at the lowest point, but may not necessarily be located conveniently to facilitate drainage over the entire floor area.

Localized ponding is acceptable.

Basement floor drains and grates shall remain clear and unobstructed at all times, and should be inspected and cleaned of obstructions as part of regular home maintenance.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 1.17

### CONDITION

#### CONDENSATION IN COLD ROOM/CANTINA

#### Acceptable Performance/Condition

Cold rooms shall be built in accordance with the Building Code, and shall be adequately ventilated to reduce the likelihood of condensation on interior surfaces.

#### Warranty

One-Year – Ontario Building Code Violations

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

#### Action

Cold rooms not meeting the acceptable condition shall be *repaired*.

#### Remarks

Condensation in cold rooms occurs when warm moist air comes into contact with a cold surface. The frequency of condensation may increase under the following conditions which are not warranted:

- Ventilation openings are blocked by homeowner;
- The door to the cold room has not been fully closed;
- The cold room is exposed to sun.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## WATER/SNOW ACCUMULATION IN BASEMENT WINDOW WELLS

### **Acceptable Performance/Condition**

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

### **Warranty**

One-Year – Work and Materials

Two-Year – Building Envelope Water Penetration

- Damage resulting from improper home maintenance is excluded from the statutory warranty.
- Additions/deletions or alterations by homeowner are excluded from the statutory warranty.

### **Action**

Window wells not meeting the acceptable performance shall be *repaired*.

### **Remarks**

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

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 2. FLOOR FRAMING

## 2.1

### CONDITION

WOOD JOIST, BEAM OR POST IS SPLIT, CHECKED OR CUPPED

#### Acceptable Performance/Condition

Load-bearing wood framing members that have splits checks, or are cupped due to *normal* drying are acceptable if the beams and posts have been sized according to the Building Code and no structural deficiency exists. Where wood beams or posts are also intended to be decorative, splits and checks resulting from *normal* shrinkage are acceptable.

#### Warranty

One-Year - Work and Materials

Seven-Year - *Major Structural*

*Defect*

- Splits checks, and cupping resulting from *normal* shrinkage caused by drying after construction are excluded from the statutory warranty.

#### Action

Splits and checks not meeting the acceptable performance shall be *repaired*.

#### Remarks

Wood beams and posts are timbers that are solid-sawn and at least 114 mm (4 1/2") in their smallest dimension. Some characteristics of drying wood, such as splitting and checking, are beyond the control of the *builder* and cannot be prevented. Splitting and checking may be an aesthetic issue rather than a structural problem.

#### See also

[14.23 TWISTING OF OPEN-END BEAMS](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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

Seven-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**

Materials that can be significantly damaged by weather should be protected during storage and construction. 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.

##### **See also**

n/a

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 2.3

### CONDITION

#### LOOSE SUBFLOOR

#### Acceptable Performance/Condition

Subfloors shall not become loose and no movement (other than acceptable deflection) shall be felt underfoot under *normal* loading conditions. Subfloors shall be fastened in accordance with the Building Code.

#### Warranty

One-Year - Work and Materials

One-Year - Ontario Building Code violation

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

#### Action

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

#### Remarks

Delamination of plywood subfloors is considered a warranted defect in material.

#### See also

[2.6 SPRINGNESS, BOUNCE, VISIBLE SAG WHEN LOADED, OR SHAKING IS OBSERVED IN THE FLOOR](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 2.4

### CONDITION FLOOR SQUEAKS

#### Acceptable Performance/Condition

Some squeaking resulting from *normal* shrinkage of materials after construction is acceptable however; floors shall be reasonably free from squeaks caused by movement in the floor system connections under *normal* seasonal indoor humidity and loading conditions.

#### Warranty

One-Year - Work and Materials

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

#### Action

Loose connections causing floor squeaks shall be *repaired*.

#### Remarks

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

#### See also

[2.3 LOOSE SUBFLOOR](#)

[Appendix A2 – Moisture in Wood and Laminate Floors](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 2.5

### CONDITION

FINISHED FLOOR ABOVE GRADE IS OUT OF LEVEL (SLOPED)

### Acceptable Performance/Condition

Within a room, the floor surface shall be reasonably level. Where a floor surface is sloped, a maximum tolerance ratio of 25 mm in 3600mm 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 statutory 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. (For visible ridges or depressions in floor see item [12.2 "Finished Floor is Uneven"](#)). Floors are framed taking into account minor sloped variations caused by required camber in the long-spanned joists supporting the floors. This condition is normal. In open concept rooms or areas, it is not always possible to measure to an opposite wall in the room or space. In this instance, the measurement should be taken to the edge of the visually defined space. For uneven areas in floors see section [12.2 "Finished Floor is Uneven"](#).

### See also

[2.2 FLOOR FRAMING DAMAGED BY WEATHER DURING CONSTRUCTION](#)

### Notes

**This article, as revised, applies to conciliations after January 1, 2019.**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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.

### **Warranty**

One-Year - Work and Materials

Two-Year - Ontario Building Code Health & Safety Violations

### **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. The conditions can be assessed by determining the performance under loading conditions; measuring the length of the structural member and dividing by 360 will give the maximum deflection allowed.

### **See also**

[2.2 FLOOR FRAMING DAMAGED BY WEATHER DURING CONSTRUCTION](#)

[2.3 LOOSE SUBFLOOR](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



### **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 2,400 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.

#### **See also**

[3.2 WALL IS BOWED](#)

[9.3 GYPSUM WALLBOARD CORNERS ARE UNEVEN](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 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 statutory 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.

#### See also

[3.1 WALL IS OUT OF PLUMB](#)

[9.3 GYPSUM WALLBOARD CORNERS ARE UNEVEN](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 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 statutory warranty.

#### **Action**

Windows not meeting the acceptable performance shall be *repaired*.

#### **Remarks**

Confirm proper operation of windows during the *PDI* and record any malfunction on the PDI 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 3.4

### **CONDITION**

WINDOW GLASS AND/OR SCREEN IS DAMAGED

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

Window glass and screens shall be free from damage at the time of the *PDI*.

#### **Warranty**

One-Year - Work and Materials

#### **Action**

Damaged window glass and screens reported on the PDI 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 PDI 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 PDI Form.

#### **See also**

[3.5 GLASS IS SCRATCHED](#)

[3.6 GLASS IS CRACKED](#)

[3.8 CONDENSATION FORMING BETWEEN INSULATING \(FACTORY SEALED\) GLASS UNIT](#)

[8.5 CONDENSATION AND/OR FROST ON WINDOWS](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 3.5

#### **CONDITION**

GLASS IS SCRATCHED

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

Glass surfaces shall not have scratches *visible* from a distance of 1,500 mm at the time of the *PDI*.

#### **Warranty**

One-Year - Work and Materials

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

#### **Action**

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

#### **Remarks**

Note any damage on windows on the PDI 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 PDI Form.

#### **See also**

[3.4 WINDOW GLASS AND/OR SCREEN IS DAMAGED](#)

[3.6 GLASS IS CRACKED](#)

[3.8 CONDENSATION FORMING BETWEEN INSULATING \(FACTORY SEALED\) UNITS](#)

[8.5 CONDENSATION AND/OR FROST ON WINDOWS](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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 PDI Form, it will be difficult to establish that the damage was caused by the *builder*.

#### See also

[3.4 WINDOW GLASS AND/OR SCREEN IS DAMAGED](#)

[3.5 GLASS IS SCRATCHED](#)

[3.8 CONDENSATION FORMING BETWEEN INSULATING \(FACTORY SEALED\) UNITS](#)

[8.5 CONDENSATION AND/OR FROST ON WINDOWS](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 3.7

#### **CONDITION**

##### WINDOW UNIT LEAKS DURING RAIN

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

Windows, when properly closed, shall not allow water penetration under conditions for which they were designed.

#### **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 statutory 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. For window water penetration, see specifications in CAN/CSA-A440-M, "Windows".

See Appendix A5 "How to Conduct a Water Test" for more information.

#### **See also**

[3.8 CONDENSATION FORMING BETWEEN INSULATING \(FACTORY SEALED\) GLASS UNIT](#)

[4.19 WATER LEAKAGE AT DOORS OR WINDOWS OR AT THE TOP OF THE FOUNDATION](#)

[8.5 CONDENSATION AND/OR FROST ON WINDOWS](#)

[Appendix A5 "How to Conduct a Water Test"](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



### 3.8

#### **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.

#### **See also**

[3.7 WINDOW UNIT LEAKS DURING RAIN](#)

[8.5 CONDENSATION AND/OR FROST ON WINDOWS](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 3.9

#### **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. Doors between a *home* and an attached garage must be maintained to be gas- proof.

#### **Warranty**

One-Year - Work and Materials

Two-Year - Ontario Building Code Health & Safety Violation for doors requiring gas-proofing.

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

#### **Action**

Doors not meeting the acceptable performance shall be replaced.

#### **Remarks**

Confirm proper operation of exterior doors during the *PDI* and record any malfunction on the PDI 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. Garage doors between the garage space and the outdoors are not required to be weatherstripped.

#### **See also**

[3.13 EXTERIOR DOOR STICKS](#)

[3.14 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY](#)

[3.15 PLASTIC MOULDING ON EXTERIOR DOOR IS DEFORMED](#)

[3.17 EXTERIOR DOOR IS CROOKED IN THE FRAME](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 3.10

#### **CONDITION**

EXTERIOR METAL DOOR IS DENTED

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

Exterior doors shall not be dented at the time of the *PDI*.

#### **Warranty**

One-Year - Work and Materials

#### **Action**

Dented exterior metal doors noted on the PDI 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 PDI 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).

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 3.11

#### **CONDITION**

SHRINKAGE OF INSERTED PANELS SHOWS RAW WOOD EDGES ON EXTERIOR WOOD DOORS

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

Wooden panels will shrink and expand because of temperature and/or humidity changes, and may expose unpainted surfaces; this is acceptable. However, gaps between the edge of an inserted panel and the rest of the door caused by shrinkage are not *normal* and not acceptable.

#### **Warranty**

One-Year - Work and Materials

- *Normal* shrinkage of materials caused by drying after construction is not covered by the statutory warranty.

#### **Action**

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

#### **Remarks**

None.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 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 statutory warranty.

#### **Action**

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

#### **Remarks**

Confirm proper operation of exterior doors during the *PDI* and record any malfunction on the PDI 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.

#### **See also**

[3.9 EXTERIOR DOOR IS WARPED](#)

[3.14 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY](#)

[3.17 EXTERIOR DOOR IS CROOKED IN THE FRAME](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 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 *PDI* and record any malfunction on the PDI 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.

#### **See also**

[3.9 EXTERIOR DOOR IS WARPED](#)

[3.13 EXTERIOR DOOR STICKS](#)

[3.17 EXTERIOR DOOR IS CROOKED IN THE FRAME](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 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 statutory 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



### 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 statutory warranty.

#### **Action**

Exterior doors not meeting the acceptable performance shall be *repaired*.

#### **Remarks**

Confirm proper operation of exterior doors during the *PDI* and record any malfunction on the PDI 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.

#### **See also**

[3.9 EXTERIOR DOOR IS WARPED](#)

[3.17 EXTERIOR DOOR IS CROOKED IN THE FRAME](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 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 statutory warranty.

#### **Action**

Exterior doors not meeting the acceptable condition shall be *repaired*.

#### **Remarks**

Confirm proper operation of exterior doors during the *PDI* and record any malfunction on the PDI 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.

#### **See also**

[3.9 EXTERIOR DOOR IS WARPED](#)

[3.13 EXTERIOR DOOR STICKS](#)

[3.14 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 3.19

#### **CONDITION**

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

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

Sliding doors and their screens shall move freely on their tracks and latch securely.

#### **Warranty**

One-Year - Work and Materials

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

#### **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 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 *PDI* and record any malfunction on the PDI Form to avoid any dispute about whether the damage was caused by the *builder*.

#### **See also**

[3.13 EXTERIOR DOOR STICKS](#)

[3.14 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY](#)

[3.17 EXTERIOR DOOR IS CROOKED IN THE FRAME](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

#### **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 shall not exceed 20 mm from the specified plane.

#### Warranty

Two-Year - Cladding Detachment, Displacement or Deterioration

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

#### See also

[3.2 WALL IS BOWED](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

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

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 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 nailheads.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 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 statutory 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.

### **See also**

[3.2 WALL IS BOWED](#)

[4.1 WOOD OR HARDWOOD OR PANEL-TYPE SIDING IS BOWED OR WAVY](#)

[4.9 ALUMINUM/VINYL SIDING IS BOWED OR WAVY](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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**

Two-Year - Cladding Detachment, Displacement or Deterioration

### **Action**

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

### **Remarks**

None.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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

One-Year - Ontario Building Code Violations

- Damage resulting from *normal* wear and tear or damage resulting from improper maintenance is excluded from the statutory 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 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**

Two-Year - Cladding Detachment, Displacement or Deterioration

- Damage resulting from *normal* wear and tear is excluded from the statutory 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.

#### **See also**

[4.11 ALUMINUM OR VINYL SIDING, TRIM OR ACCESSORY IS LOOSE](#)

[4.23 EXTERIOR STUCCO IS PEELING OR BUBBLING](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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. Local distortion from the *specified plane* shall not exceed 20 mm.

#### Warranty

One-Year - Work and Materials

Two-Year - Cladding Detachment, Displacement or Deterioration

#### 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.

#### See also

[3.2 WALL IS BOWED](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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**

Two-Year - Cladding Detachment, Displacement or Deterioration.

- Damage resulting from *normal* wear and tear is excluded from the statutory 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.

#### **See also**

[4.29 EXTERIOR PAINT OR STAIN HAS FADED](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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.

#### **Warranty**

Two-Year - Cladding Detachment, Displacement or Deterioration

- Damage resulting from an act of God is excluded from the statutory 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 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.

### **See also**

[4.27 PAINT ON REPAIRED AREAS DOESN'T MATCH](#)

[4.28 EXTERIOR PAINT, STAIN OR CLEAR FINISH BLISTERS AND PEELS](#)

[4.29 EXTERIOR PAINT OR STAIN HAS FADED](#)

[5.14 VARIATION IN COLOUR AFTER REPAIRS](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

#### 4.13

##### **CONDITION**

ABOVE-GRADE MASONRY 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 is excluded from the statutory 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 the existing as closely as possible when dry. Variation in colour may be noticeable when wet.

##### **See also**

n/a

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

#### 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).

##### **See also**

n/a

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 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.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 manufacturer's specifications. Professional brick tinting methods are acceptable to adjust colour.

##### **See also**

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.17

### **CONDITION**

EFFLORESCENCE (TYPICALLY A WHITE POWDERY FILM) IS PRESENT ON MASONRY EXTERIOR FINISHES

### **Acceptable Performance/Condition**

Efflorescence commonly occurs on masonry surfaces and is *normal*. Localized concentrations of efflorescence on above grade masonry veneer walls *visible* from no less than 6 m may not be acceptable and may require further investigation.

### **Warranty**

One-Year - Work and Materials

- Efflorescence resulting from additions, deletions or alterations made by the *homeowner* or improper maintenance is not covered by the statutory warranty.

### **Action**

If it is determined that a defect in work or material is the cause of the efflorescence, *repairs* shall be made.

### **Remarks**

Efflorescence is the formation of a typically white crystalline deposit on the surface of masonry when moisture evaporates from the surface. Efflorescence can be removed using a stiff bristle brush and water. 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 and in that case the item is not warrantable.

### **See also**

[1.1 EFFLORESCENCE \(TYPICALLY A WHITE POWDERY FILM\) IS PRESENT ON CONCRETE OR MASONRY FOUNDATION SURFACES](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.18

### CONDITION

#### DETERIORATING MASONRY

#### Acceptable Performance/Condition

Masonry shall be manufactured and installed to prevent premature deterioration.

#### Warranty

Two-Year - Cladding Detachment, Displacement or Deterioration

- Damage resulting from *normal* wear and tear, improper maintenance or additions, alterations and deletions made by the *homeowner* is not covered by the statutory 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. Variation in colour may be noticeable when wet. Where colour variation of the *repaired* area is *visible* under *normal* lighting and dry conditions from 6 m, the colour shall be adjusted. Professional brick tinting methods are acceptable to adjust colour.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.19

### 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

One-Year - Ontario Building Code Violations

Two-Year - *Building Envelope Water Penetration*

- Water penetration due to improper maintenance is excluded from the statutory 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 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.

#### See also

[1.14 FOUNDATION WALL LEAKS](#)

[Appendix A5 "How to Conduct a Water Test"](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 4.20

### CONDITION

CLAY BRICKS ARE CHIPPED

#### Acceptable Performance/Condition

Clay brick veneer shall be installed in accordance with the Building Code. Installed clay bricks that are *visible* as part of the cladding shall not be chipped in excess of the limits described in Appendix A6 “Chipped Clay Bricks”.

#### Warranty

One-Year - Work and Materials

One-Year - Ontario Building Code Violations

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

#### See also

n/a

#### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 4.21

### **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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.22

### 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. Stucco on a drained cladding system shall not have unintentional gaps or cracks *visible* from a distance of not less than 6 m.

##### Warranty

Two-Year - Cladding Detachment, Displacement or Deterioration

- Damage resulting from improper maintenance is not covered by the statutory 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 shall match the existing so as not to be *visible* from a distance of 6 m under *normal* lighting conditions.

##### See also

[4.23 EXTERIOR STUCCO IS PEELING OR BUBBLING](#)

##### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.23

### **CONDITION**

EXTERIOR STUCCO IS PEELING OR BUBBLING

### **Acceptable Performance/Condition**

Stucco on exterior walls shall not separate from its base.

### **Warranty**

Two-Year - Cladding Detachment, Displacement or Deterioration

- Damage resulting from improper maintenance is not covered by the statutory 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.

### **See also**

[4.22 CRACKS IN EXTERIOR STUCCO WALL SURFACES](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.24

### 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

One-Year - Ontario Building Code Violations

Two-Year - *Building Envelope* Water Penetration

Two-Year - Cladding Detachment, Displacement or Deterioration

- Damage resulting from improper maintenance is not covered by the statutory 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.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.25

### 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

Two-Year - Cladding Detachment, Displacement or Deterioration

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

### Action

Trim not meeting the acceptable condition shall be *repaired*.

### Remarks

Some manufactured products may have intentional splits for aesthetic purposes.

### See also

[4.26 EXTERIOR WOOD TRIM IS BOWED, TWISTED OR CUPPED](#)

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.26

### **CONDITION**

EXTERIOR WOOD TRIM IS BOWED, TWISTED OR CUPPED

### **Acceptable Performance/Condition**

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

### **Warranty**

One-Year - Work and Materials

Two-Year - Cladding Detachment, Displacement or Deterioration

- Warping, twisting or cupping resulting from *normal* shrinkage of materials caused by drying after construction, or *normal* wear and tear are not covered by the statutory warranty.

### **Action**

Trim not meeting the acceptable condition shall be *repaired*.

### **Remarks**

None.

### **See also**

[4.25 EXTERIOR WOOD TRIM IS SPLIT](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.27

### 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 1,500 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.

#### See also

[4.7 CEDAR SHAKES OR SHINGLES HAVE "BLED" THROUGH PAINT OR STAIN APPLIED BY BUILDER](#)

[4.10 ALUMINUM OR VINYL SIDING - COLOUR IS FADED](#)

[4.29 EXTERIOR PAINT OR STAIN HAS FADED](#)

[4.30 MOULD OR MILDEW IS VISIBLE ON EXTERIOR PAINTED SURFACES](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 4.28

### 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 statutory 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.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.29

### 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 statutory 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.

### See also

[4.10 ALUMINUM OR VINYL SIDING - COLOUR IS FADED](#)

[4.27 PAINT ON REPAIRED AREAS DOESN'T MATCH](#)

[4.30 MOULD OR MILDEW IS VISIBLE ON EXTERIOR PAINTED SURFACES](#)

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

#### 4.30

##### **CONDITION**

MOULD OR MILDEW IS VISIBLE ON EXTERIOR PAINTED SURFACES

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

When viewed from a perpendicular distance of 1,500 mm, 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 statutory 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.

##### **See also**

n/a

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.31

### CONDITION

#### LEAK IN EXTERIOR WALL

#### Acceptable Performance/Condition

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

#### Warranty

Two-Year - *Building Envelope* Water Penetration

Two-Year - Cladding Detachment, Displacement or Deterioration

- Water penetration resulting from improper maintenance or *normal* wear and tear is not covered by the statutory warranty.

#### 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.

#### See also

[1.14 FOUNDATION WALL LEAKS](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 4.32

### **CONDITION**

THICKNESS OF VERTICAL MORTAR JOINTS ARE NOT UNIFORM IN BRICK OR MASONRY UNITS

### **Acceptable Performance/Condition**

Vertical mortar joint thickness shall appear uniform when viewed from a distance of no less than 6 m, and shall be 10 mm with a tolerance of -5 mm to +10 mm in accordance with the Building Code.

### **Warranty**

One-Year - Work and Materials

### **Action**

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

### **Remarks**

Unintentional Dimensional variations of the courses are affected by the variations in the brick selected and the bond pattern. Non-uniform joints may be a feature of the wall and may be acceptable.

Weep holes and/or vent holes are necessary in a masonry wall and shall not be blocked. This does not apply to randomly sized or designed masonry products such as (but not limited to) specialty brick products; tumbled or aged bricks, beveled-edged bricks or cultured stone or stone products.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

#### 4.33

##### **CONDITION**

##### **EXTERIOR LINTELS NOT PRIMED OR PAINTED**

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

Steel angle lintels supporting masonry shall be protected from corrosion, as per the Ontario Building Code.

Corrosion protection applied to lintels shall not deteriorate to the extent of exposing the unfinished steel beneath and lintels shall not rust within one year of the date of possession.

##### **Warranty**

One-Year - Work and Materials

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

##### **Action**

Corrosion protection not meeting the acceptable performance shall be *repaired* to match the original condition as closely as possible.

##### **Remarks**

Weathering of painted and primed exterior surfaces is *normal*. The use of factory primer only is acceptable unless otherwise specified in the Agreement of Purchase and Sale.

##### **See also**

n/a

##### **Notes**

**This Article applies to all conciliations after January 1, 2019.**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5. ROOFS

## 5.1

### CONDITION

ROOF TRUSSES, RIDGES 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

Two-Year - Ontario Building Code Health & Safety Violations

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

#### See also

[5.2 ROOF APPEARS WAVY](#)

[5.14 UNEVEN ROOF SHEATHING CAUSING VISIBLE IRREGULARITIES IN THE ROOF SURFACE](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 5.2

### **CONDITION**

ROOF APPEARS WAVY

### **Acceptable Performance/Condition**

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

### **Warranty**

One-Year - Work and Materials

Two-Year - Ontario Building Code Violations

### **Action**

Roof sheathing not meeting the acceptable performance shall be *repaired*.

### **Remarks**

Despite the roof being sized and installed in accordance with the Building Code, waviness between framing members may occur. This will not affect the performance of the roof.

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

### **See also**

[5.1 ROOF TRUSSES OR RAFTERS ARE BOWED](#)

[5.14 UNEVEN ROOF SHEATHING CAUSING VISIBLE IRREGULARITIES IN THE ROOF SURFACE](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 5.3

#### **CONDITION**

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

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

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

#### **Warranty**

One-Year - Ontario Building Code Violations

Two-Year - *Building Envelope Water Penetration*

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

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

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5.4

### CONDITION

#### ROOF OR FLASHING LEAKS

#### Acceptable Performance/Condition

Roofs and their flashings at intersections shall prevent water penetration and shall be installed in accordance with the Building Code.

#### Warranty

One-Year - Ontario Building Code Violations

Two-Year - *Building Envelope* Water Penetration

- Water leakage resulting from improper maintenance or an act of God is excluded from the statutory warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the statutory warranty. Water penetration may occur during extreme 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 the winter. This condition is warranted only 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.

#### See also

[5.3 LEAKS DUE TO SNOW OR RAIN DRIVEN INTO THE ATTIC THROUGH LOUVRES OR VENTS](#)  
[13.2 ROOF FLASHING LEAKS AT CHIMNEY](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5.5

### CONDITION

#### INADEQUATE ATTIC VENTILATION

#### Acceptable Performance/Condition

Attics shall be ventilated in accordance with the Building Code.

#### Warranty

Two-Year - Ontario Building Code Health & Safety Violations

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

#### Action

Attics not meeting the acceptable condition shall be *repaired*.

#### Remarks

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

#### See also

[8.4 CONDENSATION IN ATTIC SPACE](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5.6

### 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 statutory 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 5.4 “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*.

#### See also

[5.4 ROOF OR FLASHING LEAKS](#)

#### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 5.7

### **CONDITION**

ROOF SHINGLES HAVE BLOWN OFF

### **Acceptable Performance/Condition**

Roof shingles shall be installed according to the Building Code and the manufacturer's specifications.

### **Warranty**

One-Year - Work and Materials

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

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5.8

### **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.

### **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.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5.9

### **CONDITION**

#### ASPHALT SHINGLES NOT SEALED

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

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

#### **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.

Where asphalt shingles intersect metal flashing, shingles may not seal. This condition is not a defect in work and materials.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 5.10

### 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 statutory 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.  
Shingles on top of flashing may not adhere and can lift.

#### See also

[5.5 INADEQUATE ATTIC VENTILATION](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5.11

### **CONDITION**

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

### **Acceptable Performance/Condition**

Asphalt shingles shall overhang roof edges by not less than 12 mm according to the Building Code; they 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.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5.12

### **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 also**

[5.13 VARIATION IN COLOUR AFTER REPAIRS](#) (for colour and shading of local *repairs*).

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5.13

### 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.

#### See also

[5.12 SHADING PATTERN IS VISIBLE ON AN ASPHALT SHINGLE ROOF](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5.14

### 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.

### See also

[5.1 ROOF TRUSSES OR RAFTERS ARE BOWED](#)

[5.2 ROOF APPEARS WAVY](#)

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5.15

### **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.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 5.16

### **CONDITION**

#### TEMPORARY SAFETY STRAPS LEFT ON ROOF

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

Safety straps intended to be used only during construction shall not be left on the roof.

#### **Warranty**

One-Year - Work and Materials

#### **Action**

Temporary safety straps shall be removed.

#### **Remarks**

Temporary safety straps are used during construction and there is no need for them to remain on the roof after construction, unless required by other authorities.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 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.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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**

Water hitting and dripping off the outside of eavestroughs and downspouts should not be mistaken for leakage. Seasonal conditions may affect the timing of *repairs*.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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 statutory warranty.

#### Remarks

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

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 eavestroughs and downspouts free of debris that can clog the system. Extensions may include splash pads set on the ground.

##### **See also**

[§3 EAVESTROUGHS DON'T DRAIN COMPLETELY](#)

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory warranty.

#### **Action**

Eavestroughs not meeting the acceptable condition shall be *repaired*.

#### **Remarks**

Some minimal amount of standing water is *normal*. *Normal* home maintenance includes keeping the eavestroughs and downspouts free of debris that can clog the system.

#### **See also**

[5.22 EAVESTROUGHS OR DOWNSPOUTS NOT PERFORMING PROPERLY](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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. To test for water penetration, see Appendix A5 "How to Conduct a Water Test"

#### **See also**

[5.4 ROOF OR FLASHING LEAKS](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6. PLUMBING



## 6.1

### CONDITION

#### INADEQUATE WATER SUPPLY

#### Acceptable Performance/Condition

Water supply from private water sources (e.g. wells) may fluctuate from time to time. Water supply from municipal water sources may vary with the supplied pressure.

#### Warranty

None.

#### Action

None.

#### Remarks

Confirm proper operation of faucets and fixtures during the *PDI* and record any malfunction on the PDI Form, to avoid any dispute about whether the damage was caused by the *builder*. The Building Code requires flow control devices on faucets, showerheads, and fixtures for water conservation purposes, which can affect the water flow.

After occupancy, the *builder* is not responsible for contamination or reduced water capacity from private water sources provided it can be shown there was a supply of potable water at the time of occupancy. Variations in pressure from municipal services can occur during peak usage times, from burst water mains or fire protection services using the system.

#### See also

[6.2 THE DOMESTIC WATER SUPPLY SYSTEM DOES NOT DELIVER WATER](#)

[6.3 PIPES ARE LEAKING](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.2

### CONDITION

THE DOMESTIC WATER SUPPLY SYSTEM DOES NOT DELIVER WATER

#### Acceptable Performance/Condition

The domestic water supply system supplied and installed by the *builder* shall be capable of delivering water from a municipal or private (well) source throughout the *home*.

#### Warranty

One-Year - Work and Materials on pumps supplying water from a private well  
Two-Year - Delivery and Distribution Systems

- Damage resulting from improper maintenance or additions, deletions or alterations made by a *homeowner* is excluded from the statutory warranty.
- Damage caused by municipal services or other utilities is excluded from the statutory warranty.

#### Action

Domestic water supply systems not meeting the acceptable performance shall be *repaired*.

#### Remarks

Conditions beyond the control of the *builder*, such as burst water mains and periods of drought affecting groundwater levels that disrupt or eliminate the water supply, are not covered by the statutory warranty. See 6.1 for Inadequate Water Supply.

#### See also

[6.1 INADEQUATE WATER SUPPLY](#)

[6.3 PIPES ARE LEAKING](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.3

### CONDITION

#### PIPES ARE LEAKING

#### Acceptable Performance/Condition

Domestic water supply and drainpipes shall not leak.

#### Warranty

Two-Year - Delivery and Distribution Systems

- Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the statutory warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the statutory 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 cold-water supply pipes is not covered by the statutory 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. For more information on emergency situations, please refer to the *Homeowner Information Package*.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.4

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

#### Action

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

#### Remarks

Confirm proper operation of faucets and fixtures during the *PDI* and record any malfunction on the PDI 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 statutory warranty. If a leak occurs after the one-year statutory warranty, service may be available from the manufacturer.

#### See also

[6.6 BATHTUB OR SHOWER LEAKS](#)

[6.9 DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.5

### 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

Two-Year - *Delivery and Distribution Systems*

- Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the statutory warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the statutory 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. For more information on emergency situations, please refer to the *Homeowner Information Package*.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.6

### 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 statutory warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the statutory 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 *builder's* representative can assess the condition. For more information on emergency situations, please refer to the *Homeowner Information Package*.

##### See also

[6.4 FAUCET OR FIXTURE IS LEAKING](#)

[6.9 DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS](#)

##### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.7

### **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*.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.8

### 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

Two-Year - *Delivery and Distribution Systems*

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

#### Action

Plumbing *pipes* not meeting the acceptable performance shall be *repaired*.

#### Remarks

Repetitive 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 statutory warranty.

Slight “ticking” sounds coming from pipes as they expand are *normal* and are not covered by the statutory warranty.

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

Anti-siphon valves on exterior hose bibs may make a high pitch sound or contribute to water hammer. This does not necessarily represent a defect. The anti-siphon valve may need to be cleaned and/or replaced as part of normal home maintenance.

#### See also

n/a

#### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.



## 6.9

### **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 statutory warranty.

#### **Action**

Defective products shall be *repaired* or replaced.

#### **Remarks**

Confirm proper operation of plumbing fixtures during the *PDI* and record any malfunction on the PDI Form. Plumbing fixtures, appliances or trim fittings must be maintained in accordance with the manufacturer's instructions.

#### **See also**

[6.4 FAUCET OR FIXTURE IS LEAKING](#)

[6.6 BATHTUB OR SHOWER LEAKS](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.10

### **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 *PDI*.

#### **Warranty**

One-Year - Work and Materials

- Damage not recorded on the PDI Form is excluded from the statutory warranty.
- Damage resulting from *normal* wear and tear is excluded from the statutory warranty.

#### **Action**

*Visible* damage shall be *repaired*.

#### **Remarks**

Only identified damages recorded on the PDI form are eligible for warranty coverage.

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

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.11

### **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 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.12

### **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 statutory warranty.

#### **Action**

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

#### **Remarks**

Identify any damaged countertops during the *PDI* and record any damage on the PDI 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.

#### **See also**

[11.9 SCRATCHES/CHIPS ON COUNTERTOPS](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.13

### 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 statutory warranty.

### Action

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

### Remarks

Newer low-volume toilets, which are required for new *homes* by the Building Code, 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.

### See also

n/a

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 6.14

### 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

Two-Year - Delivery and Distribution Systems

Seven-Year - *Major Structural Defect* (private sewage disposal systems only)

- 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*, the *homeowner* must follow the “Emergency Situations” rules in the [Homeowner Information Package](#).
- 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

With respect to septic systems, improper maintenance by the *homeowner* includes:

- Connection of sump pump, roof drains, or backwash from a water conditioner into the system.
- Placement of non-biodegradable items into the system.
- Use of a food waste disposal.
- Placement of surfaces not permeable to water over the disposal area of the system.
- Allowing vehicles to drive or park over the disposal area of the system.
- Failure to pump out the septic tank periodically, as required.
- Use that exceeds the system’s design standards

#### See also

[6.9 DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS](#)

#### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 6.15

### **CONDITION**

COLOUR VARIATION IN SINKS, TUBS, TOILETS OR BIDETS (PLUMBING FIXTURES)

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

Colour shall be consistent within a fixture. However, slight colour variation from one fixture to another is acceptable.

#### **Warranty**

One-Year – Work and Materials

#### **Action**

Fixtures not meeting the acceptable condition shall be repaired.

#### **Remarks**

Colours from different manufacturers and/or colours between different materials may vary (fiberglass, porcelain, plastic).

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 7. ELECTRICAL



## 7.1

### **CONDITION**

#### FUSES BLOW OR CIRCUIT BREAKERS TRIP

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

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

##### **Warranty**

Two-Year - Delivery and Distribution Systems

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

##### **See also**

n/a

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 7.2

### **CONDITION**

#### **GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) TRIPS FREQUENTLY**

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

GFCIs shall be installed in accordance with the Ontario Electrical Safety Code.

#### **Warranty**

Two-Year - Delivery and Distribution Systems

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

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 Ontario Electrical Safety Code.

##### Warranty

Two-Year - Delivery and Distribution Systems

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

##### Action

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

##### Remarks

Test the operation of electrical outlets and switches during the *PDI* and record damage on the PDI Form, to avoid any dispute about whether the damage was caused by the *builder*. Check the electrical circuit panel when a receptacle or switch fails to work.

##### See also

[7.2 GROUND-FAULT CIRCUIT INTERRUPTER \(GFCI\) TRIPS FREQUENTLY](#)

##### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 Ontario Electrical Safety 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 statutory warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the statutory warranty.

##### Action

Electrical fixtures not meeting the acceptable performance shall be *repaired*.

##### Remarks

Identify damaged electrical fixtures on the PDI Form to avoid any dispute about whether the damage was caused by the *builder*. Check the electrical circuit panel when a receptacle or switch fails to work.

##### See also

[7.2 GROUND-FAULT CIRCUIT INTERRUPTER \(GFCI\) TRIPS FREQUENTLY](#)  
[7.3 ELECTRICAL OUTLETS OR SWITCHES DON'T WORK](#)

##### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory warranty.

#### **Action**

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

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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**

Two-Year - Ontario Building Code Health and Safety Violations

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

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 7.7

### CONDITION

INTERIOR LIGHT FIXTURE TARNISHED

#### Acceptable Performance/Condition

Interior light fixtures supplied and installed by the *builder* shall not tarnish.

#### Warranty

One-Year - Work and Materials

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

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory warranty.

#### **Action**

Ceiling fans not meeting the acceptable performance shall be *repaired*.

#### **Remarks**

Some vibration is *normal*. Ceiling fans can operate at high speeds and can become unbalanced, resulting in excessive vibration. Ceiling fans require regular maintenance.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 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**

Some 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.

#### **See also**

[8.7 INSUFFICIENT INSULATION](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 8.2

### **CONDITION**

#### EXTERIOR AIR INFILTRATION THROUGH WINDOWS AND DOORS

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

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

##### **Warranty**

One-Year - Work and Materials

##### **Action**

Ensure the window or door has been tested to meet the required weather tightness rating. Adjust weather stripping 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 weather stripping. Doors and windows are manufactured to meet specifications for weather tightness and are designed to withstand reasonable wind loads. Minor exterior 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.

##### **See also**

[8.7 INSUFFICIENT INSULATION](#)

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 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 back draft dampers as per 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 statutory 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).

#### **See also**

[8.7 INSUFFICIENT INSULATION](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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

Two-Year - Ontario Building Code Health & Safety Violations

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

#### Action

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

#### 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 a source of moisture within the attic space.

#### See also

[8.7 INSUFFICIENT INSULATION](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 8.5

### CONDITION

#### CONDENSATION AND/OR FROST ON WINDOWS

#### Acceptable Performance/Condition

Condensation may occur on interior window surfaces and is not covered under warranty.

#### Warranty

None.

#### Action

None.

#### Remarks

Condensation occurs when water vapour in indoor air comes in contact with 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 windows. Condensation is not water penetration.

It is important for homeowners to maintain proper humidity levels within the home. Condensation forming on windows is a common condition even when humidity levels are properly maintained. Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the statutory warranty.

Interior air moving over the windows can help control condensation. Heavy draperies or window coverings that cover windows, and blocked heat diffusers, can prevent this from happening. Running the ventilation fan or your heat recovery (HRV) or energy recovery ventilator (ERV) and furnace fan continuously during winter months in conjunction with the principal exhaust fan (or running the HRV/ERV and furnace fan continuously where the HRV/ERV replaces the principal fan) can also help reduce condensation on windows.

#### See also

3.4 WINDOW GLASS AND/OR SCREEN IS DAMAGED

3.5 GLASS IS SCRATCHED

3.6 GLASS IS CRACKED

3.7 WINDOW UNIT LEAKS DURING RAIN

3.8 CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) GLASS UNIT

#### Notes

**This article, as revised, applies to conciliations after January 1, 2019.**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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.

##### **See also**

n/a

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 8.7

### CONDITION

#### INSUFFICIENT INSULATION

#### Acceptable Performance/Condition

Insulation shall be installed in accordance with the Building Code.

#### Warranty

One-Year - Work and Materials

Two-Year - Ontario Building Code Health & Safety Violations

#### Action

Insulation levels not meeting the acceptable condition shall be *repaired*.

#### Remarks

Several factors affect living space temperatures:

- a) Proper installation of insulation shall include correct placement behind electrical boxes, backing studs, corner framing and wiring, and around window and door openings.
- b) Directional orientation - north-facing rooms are generally cooler than south-facing rooms.
- c) Windows - glass has little insulating value and allows more heat to escape from the room.
- d) Rooms over garages - have insulated floors that lose heat to the unheated garage below.
- e) Airflow - free airflow from the supply outlet in a room to a return inlet or undercut door is essential. Generally, a minimum 25 mm space under interior doors above the finished floor covering should be provided.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 8.8

### CONDITION

HEATING, VENTILATING OR AIRCONDITIONING (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

Two-Year - Ontario Building Code Health & Safety Violations

Two-Year - Heating Delivery and Distribution Systems

- Damage resulting from alterations, deletions or additions by the *homeowner*, or improper maintenance, is excluded from the statutory 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 *PDI*. Defects discovered after the *PDI* will be covered by the statutory 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.

#### See also

[8.9 INADEQUATE HEATING](#)

[8.10 INADEQUATE COOLING](#)

#### Notes

**This article, as revised, applies to conciliations after January 1, 2019.**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 8.9

### 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 unfinished basements
  - b) 15°C in crawl spaces;
- at the design temperature for the geographical location.

#### Warranty

One-Year - Work and Materials

Two-Year - *Delivery and Distribution Systems*

- Damage resulting from alterations, deletions or additions made by the *homeowner* and from improper maintenance is excluded from the statutory 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:

- a) Directional orientation - north-facing rooms are generally cooler than south-facing rooms.
- b) Windows - glass has little insulating value and allows more heat to escape from the room.
- c) Rooms over garages - have insulated floors that lose heat to the unheated garage below.
- d) Airflow - free airflow from the supply outlet in a room to a return inlet or undercut door is essential. Generally, a minimum 25 mm space under interior doors above the finished floor covering should be provided.
- e) Personal preference - personal comfort differs between individuals.
- f) Use of programmable thermostats.

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 1,500 mm above the floor.

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

#### See also

[8.8 HEATING, VENTILATING OR AIR CONDITIONING \(HVAC\) SYSTEMS NOT INSTALLED PROPERLY](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 8.10

### 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

Two-Year - Delivery and Distribution Systems

- 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 statutory 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.

#### See also

[8.8 HEATING, VENTILATING OR AIR CONDITIONING \(HVAC\) SYSTEMS NOT INSTALLED PROPERLY](#)

[8.16 AIR CONDITIONING COOLANT LINE LEAKS](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 8.11

### **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**

None.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 8.12

### **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 statutory 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”.

### **See also**

n/a

### **Notes**

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 8.13

### 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 statutory 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.

#### See also

[8.11 NOISY DUCTWORK](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 8.14

### **CONDITION**

DUCTWORK COMES APART

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

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

#### **Warranty**

Two-Year - Delivery and Distribution Systems

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

#### **Action**

Ductwork not meeting the acceptable condition shall be *repaired*.

#### **Remarks**

None.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 8.15

### 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 statutory warranty.

### Action

Condensate lines not meeting the acceptable condition shall be *repaired*.

### Remarks

Where conditions permit, confirm the proper operation of the furnace, air conditioner and heat recovery ventilators during the *PDI* and record any malfunction on the PDI Form, to avoid any dispute about whether the damage was caused by the *builder*. Condensate lines should be inspected and cleaned as part of regular home maintenance.

### See also

n/a

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 8.16

### **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 statutory warranty.

##### **Action**

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

##### **Remarks**

None.

##### **See also**

[8.10 INADEQUATE COOLING](#)

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 8.17

### **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 statutory warranty.

### **Action**

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

### **Remarks**

None.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 9. WALL AND CEILING FINISH

## 9.1

### CONDITION

CEILING IS UNEVEN

#### Acceptable Performance/Condition

Within a room or space, where an isolated bulge or area of waviness appears in the ceiling and is not a structural problem, the variation shall not be greater than 12mm above or below the specified plane.

#### Warranty

One-Year - Work and Materials

- An isolated bulge or area of waviness in the ceiling caused by *normal* shrinkage of materials due to drying after construction is excluded from the statutory warranty.

#### Action

An isolated bulge or area of waviness in the ceiling greater than the acceptable performance shall be *repaired*.

#### Remarks

Even when installed according to the Ontario Building Code, it is not unusual to see an isolated bulge or area of waviness in drywalled ceilings due to joint finishing. These conditions may appear more severe at night when artificial lighting washes across the ceiling.

An isolated bulge or area of waviness may also be caused by applying ceiling drywall over major structural components, such as beams, or possibly due to truss uplift. See section 9.5 Ceiling/Wall Joint Separation Commonly Referred to as "Truss Uplift".

To measure this type of variation, refer to appendix A4: Measuring Variation from the Specified Plane using a Plane of Reference.

#### See also

9.2 CEILING TEXTURE IS UNEVENLY APPLIED

9.3 GYPSUM WALLBOARD CORNERS ARE UNEVEN

9.5 CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS "TRUSS UPLIFT"

#### Notes

**This article, as revised, applies to conciliations after January 1, 2019.**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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*.

#### **Remarks**

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

#### **See also**

[9.1 CEILING IS UNEVEN](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 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.

#### **See also**

[3.1 WALL IS OUT OF PLUMB](#)

[3.2 WALL IS BOWED](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 excluded from the statutory warranty.

#### Action

Only warranted cracks shall be *repaired* and refinished to match original *builder-*applied finish as closely as possible.

#### 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 sanding and repainting is not required. *Builder's* specific policies with respect to drywall *repair* will vary. These *repairs* are best left until the framing has settled.

#### See also

[9.5 CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS "TRUSS UPLIFT"](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 9.5

### CONDITION

CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS “TRUSS UPLIFT”

#### Acceptable Performance/Condition

Cracks resulting from *normal* shrinkage are acceptable; crack width in excess of 4 mm is not acceptable.

#### Warranty

One-Year - Work and Materials

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

#### 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.

#### See also

[9.4 CRACKS IN INTERIOR WALL AND CEILING SURFACES](#)

#### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.



## 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 (dents and gouges) at the time of the *PDI* and be installed according to the Building Code. Blemishes readily noticeable when viewed under *normal* lighting conditions from a *normal* viewing position 1,800 mm perpendicular distance from the wall surface are unacceptable.

#### Warranty

One-Year - Work and Materials

- Nail pops resulting from *normal* shrinkage of materials due to drying after construction are excluded from the statutory warranty.
- Damaged areas of drywall not recorded on the PDI Form are excluded from the statutory 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 (dents and gouges) on the PDI 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. The *repair* of surface blemishes resulting from *normal* shrinkage is at the *builder's* discretion and sanding and repainting is not required. *Builder's* specific policies with respect to drywall *repairs* will vary. Often these *repairs* are best left until the framing has settled.

#### See also

[9.4 CRACKS IN INTERIOR WALL AND CEILING SURFACES](#)

[9.5 CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS "TRUSS UPLIFT"](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 9.7

### **CONDITION**

FINISH OF PAINTED GYPSUM WALLBOARD (DRYWALL) VARIES

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

Variations in the surface texture of finished gypsum wallboard (drywall) 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 paint finish *in the area of joints and fasteners* may result and are *normal*.

#### **See also**

[9.2 CEILING TEXTURE IS UNEVENLY APPLIED](#)

[9.8 FINISHED SURFACE IS ROUGH](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 9.8

### CONDITION

FINISHED 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 1,500 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.

#### See also

[9.7 FINISH OF PAINTED GYPSUM WALLBOARD \(DRYWALL\) VARIES](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 1,500 mm under *normal* lighting conditions and from a *normal* viewing position.

#### Warranty

One-Year - Work and Materials

- Damage resulting from normal wear and tear are excluded from the statutory warranty.

#### 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. Repainted areas shall match the original finished surface for colour, sheen and texture as closely as possible.

#### See also

[9.7 FINISH OF PAINTED GYPSUM WALLBOARD \(DRYWALL\) VARIES](#)

[9.8 FINISHED SURFACE IS ROUGH](#)

[10.21 INTERIOR DOOR EDGE IS NOT PAINTED](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory warranty.

#### Action

Clear finishes not meeting the acceptable performance shall be *repaired*.

#### Remarks

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

#### See also

[9.12 WALL COVERING IS PEELING](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 *normal* viewing position.

### **Warranty**

One-Year - Work and Materials

### **Action**

Surfaces not meeting acceptable condition shall be *repaired*.

### **Remarks**

None.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 9.12

### CONDITION

#### WALLCOVERING IS PEELING

#### Acceptable Performance/Condition

Wallcoverings shall not be peeling at the time of the *PDI*. 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 statutory warranty.
- Additions, deletions or alterations by the *homeowner* are not covered by the statutory 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.

#### See also

[9.10 CLEAR INTERIOR FINISHES HAVE DETERIORATED](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory warranty.

#### Action

Wall coverings not meeting the acceptable condition shall be *repaired*.

#### Remarks

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

#### See also

[9.7 FINISH OF PAINTED GYPSUM WALLBOARD \(DRYWALL\) VARIES](#)

[9.8 FINISHED SURFACE IS ROUGH](#)

[9.9 PAINT FINISH IS UNACCEPTABLE](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 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 statutory 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.

##### See also

[6.6 BATHTUB OR SHOWER LEAKS](#)

##### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 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 *PDI*. 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

Two-Year - Ontario Building Code Health & Safety Violations

- Mildew and fungus resulting from improper maintenance and *normal* wear and tear are excluded from the statutory warranty.

#### Action

Interior surfaces not meeting the acceptable condition shall be *repaired*.

#### Remarks

Note any concerns about *visible* mildew or fungus on the PDI Form to avoid any dispute about whether the condition was caused by 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.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 10. INTERIOR FINISH

## 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 - Work and Materials

- Damage caused by *normal* shrinkage of materials due to drying after construction is excluded from the statutory 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. *Normal* home maintenance includes controlling indoor humidity levels to prevent permanent warping.

#### See also

[10.3 POCKET DOOR RUBS](#)

[10.6 DOOR DRAGS ON THE FLOOR](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 - Work and Materials

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

#### Action

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

#### Remarks

Confirm proper operation of the doors during the *PDI*. Defects discovered after the *PDI* 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.

#### See also

[3.19 SLIDING DOOR SCREEN WILL NOT STAY ON TRACK OR SLIDING DOOR DOES NOT ROLL SMOOTHLY](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 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 - Work and Materials

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

#### Action

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

#### Remarks

Confirm proper operation of interior doors during the *PDI*. Defects discovered after the *PDI* will be covered under the statutory warranty if they result from the *builder's* work. Some pocket doors require the use of guides that are designed to rub across the face of the door during *normal* operation and may mark the door; this is acceptable.

Pocket doors may require adjustment from time to time and hardware may need to be cleaned and lubricated.

#### See also

[10.1 INTERIOR DOOR IS WARPED](#)

[10.6 DOOR DRAGS ON THE FLOOR](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 10.4

### CONDITION

DOOR RUBS ON THE DOORJAMB 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 - Work and Materials

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

#### Action

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

#### Remarks

Confirm proper operation of the doors during the *PDI*. Defects discovered after the *PDI* will be covered under the statutory 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.

#### See also

[10.1 INTERIOR DOOR IS WARPED](#)  
[10.3 POCKET DOOR RUBS](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 - Work and Materials

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

### Action

Door panels not meeting the acceptable performance shall be *repaired*.

### Remarks

None.

### See also

n/a

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 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 - Work and Materials

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

#### Action

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

#### Remarks

Confirm proper operation of the doors during the *PDI*. Defects discovered after the *PDI* 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 [8.9](#)

["Inadequate Heating"](#) for space under interior doors.

#### See also

[10.1 INTERIOR DOOR IS WARPED](#)

[10.4 DOOR RUBS ON THE DOORJAMB OR DOES NOT LATCH](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 - Work and Materials

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

#### Action

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

#### Remarks

None.

#### See also

[10.1 INTERIOR DOOR IS WARPED](#)

[10.4 DOOR RUBS ON THE DOORJAMB OR DOES NOT LATCH](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 - Work and Materials

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

#### Action

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

#### Remarks

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

#### See also

[10.1 INTERIOR DOOR IS WARPED](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 10.9

### CONDITION

DOORS BIND FROM IMPROPERLY INSTALLED HINGES

### Acceptable Performance/Condition

Doors shall not bind on their hinges.

### Warranty

One-Year - Work and Materials

### Action

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

### Remarks

Confirm proper operation of the doors during the *PDI*. Defects discovered after the *PDI* 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.

### See also

[10.4 DOOR RUBS ON THE DOORJAMB OR DOES NOT LATCH](#)

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 10.10

### CONDITION

HINGES ARE PAINTED

#### Acceptable Performance/Condition

Unless specified in the Agreement of Purchase and Sale or *contract*, hinges may be painted. Paint shall not interfere with the proper operation of the hinges.

#### Warranty

One-Year - Work and Materials

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

#### Action

Hinges not meeting the acceptable performance shall be *repaired*.

#### Remarks

It is common to paint hinges the same colour as the doorjamb.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 - Work and Materials

- Damage caused by *normal* shrinkage of materials due to drying after construction is excluded from the statutory 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”.

#### See also

[10.15 JOINT QUALITY OF INTERIOR TRIM AND MOULDING WORK](#)

#### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 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 - 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 statutory 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.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 - Work and Materials

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

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 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 - Work and Materials

Two-Year - Ontario Building Code Health & Safety Violations

#### **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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 10.15

### CONDITION

#### JOINT QUALITY OF INTERIOR TRIM AND MOULDING WORK

##### 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 - Work and Materials

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

##### Action

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

##### Remarks

None.

##### See also

[10.11 GAPS EXIST BETWEEN STAIR PARTS](#)

[10.17 INTERIOR TRIM IS SPLIT](#)

[10.18 HAMMER MARKS ARE VISIBLE ON TRIM](#)

##### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 may be noticeable under *normal* lighting conditions.

#### **Warranty**

One-Year - 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 10.17

### CONDITION

INTERIOR TRIM IS SPLIT

### Acceptable Performance/Condition

Trim shall not have *visible* splits.

### Warranty

One-Year - Work and Materials

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

### Action

Trim not meeting the acceptable condition shall be *repaired*.

### Remarks

Filler may be used to *repair* splits.

### See also

[10.15 JOINT QUALITY OF INTERIOR TRIM AND MOULDING WORK](#)

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 *PDI*.

### **Warranty**

One-Year - Work and Materials

### **Action**

Trim not meeting the acceptable condition shall be *repaired*.

### **Remarks**

Damaged interior finished trim not identified on the PDI Form may be excluded from the statutory 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.

### **See also**

[10.15 JOINT QUALITY OF INTERIOR TRIM AND MOULDING WORK](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 10.19

### **CONDITION**

RESIN BLEEDING THROUGH PAINTED FINISH

### **Acceptable Performance/Condition**

Resin shall not bleed through painted finish on trim.

### **Warranty**

One-Year - 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.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 10.20

### CONDITION

WALL AREA AROUND COLD ROOM DOOR IS UNFINISHED

### Acceptable Performance/Condition

Where the cold room is located in an unfinished basement, wall finish around the door is not required.

### Warranty

One-Year - Work and Materials

Two-Year - Ontario Building Code Health & Safety Violations

- Damage resulting from alterations, deletions or additions made by the *homeowner* is excluded from the statutory warranty.

### Action

Where the wall finish is not installed, no action is required.

### Remarks

The door frame must be secured to operate properly and be installed to meet the Building Code requirements for insulation, air and vapour barriers and weatherstripping.

### See also

n/a

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 10.21

### **CONDITION**

INTERIOR DOOR EDGE IS NOT PAINTED

### **Acceptable Performance/Condition**

Where an interior door is intended to be painted and the door edges are *visible*, they *shall* also be painted.

### **Warranty**

One-Year - Work and Materials

### **Action**

Where visible door edges are not painted they shall be repaired.

### **Remarks**

Where doors can be viewed from other levels (e.g. landings, platforms, stairs), all visible surfaces shall be painted. This condition does not apply to situations relating to custom finishes.

For more information on properly painted surfaces, refer to 9.9 "Paint Finish is Unacceptable".

### **See also**

[9.9 PAINT FINISH IS UNACCEPTABLE.](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 10.22

### **CONDITION**

STAIRS, TREADS AND/OR LANDINGS ARE OUT OF LEVEL

### **Acceptable Performance/Condition**

Stairs shall be installed in accordance with the Building Code.

### **Warranty**

One-Year - Work and Materials

Two-Year - Ontario Building Code - Health and Safety

### **Action**

Stairs not meeting the acceptable performance condition shall be *repaired*.

### **Remarks**

None.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 10.23

### CONDITION

#### UNFILLED GAPS BETWEEN BASEBOARDS AND WALL

#### Acceptable Performance/Condition

Unfilled gaps between baseboards and walls, where exposed to view, shall be tightly fitted. Unfilled gaps in excess of 2 mm are not acceptable.

#### Warranty

One-Year - Work and Materials

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

#### Action

Gaps not meeting the acceptable condition shall be *repaired*.

#### Remarks

The gap can be measured using an appropriate feeler gauge. Gaps may be filled with a compatible material as an acceptable repair. The homeowner has a responsibility to maintain proper indoor humidity levels through humidification, ventilation, air conditioning or dehumidification. A hygrometer can be used to monitor indoor humidity levels.

#### See also

n/a

#### Notes

**This article, as revised, applies to conciliations after June 1, 2019.**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 10.24

### CONDITION

#### GAP BETWEEN BASEBOARD TRIM AND FINISHED FLOOR SURFACE

#### Acceptable Performance/Condition

Where baseboard trim abuts finished flooring, gaps in plain view that are in excess of 3 mm are not acceptable (except at transitions between different finished floor materials).

#### Warranty

One-Year - Work and Materials

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

#### Action

Baseboard installations not meeting the acceptable condition shall be *repaired*.

#### Remarks

Surface variations in natural or manufactured stone tiles are considered to be desirable characteristics of the product and may affect how tightly the baseboard trim can be fitted to it. In addition, minor irregularities in flooring surfaces are also considered to be normal. In areas where hard surface finished flooring is installed, an additional trim molding like a quarter round or shoe molding, is an acceptable practice to conceal minor gaps between baseboards and the finished flooring.

#### See also

10.11 GAPS EXIST BETWEEN STAIR PARTS

10.17 INTERIOR TRIM IS SPLIT

10.18 HAMMER MARKS ARE VISIBLE ON TRIM

#### Notes

**This article, as revised, applies to conciliations after June 1, 2019.**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 11. CABINETS AND 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 statutory warranty.

#### Action

Cabinets not meeting the acceptable condition shall be *repaired*.

#### Remarks

It is common to have gaps where cabinets meet different materials.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 11.3

#### **CONDITION**

CABINET DOORS AND DRAWER FACES ARE WARPED

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

Cabinet doors and drawer faces shall not permanently warp.

#### **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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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.

#### **See also**

[11.3 CABINET DOORS AND DRAWER FACES ARE WARPED](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 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 statutory 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.

#### **See also**

[11.3 CABINET DOORS AND DRAWER FACES ARE WARPED](#)

[11.4 CABINET DOOR OR DRAWER BINDS OR RUBS](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 11.6

### CONDITION

LAMINATED COUNTERTOP (INCLUDING SEAMS, JOINTS OR EDGES) HAS SWELLED

#### Acceptable Performance/Condition

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

#### Warranty

One-Year - Work and Materials

- Damage resulting from improper maintenance is excluded from the statutory warranty.

#### Action

Countertops not meeting the acceptable condition shall be *repaired*.

#### Remarks

Damaged countertops not identified on the PDI Form may be excluded from the statutory 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.

#### See also

[11.7 LAMINATED COUNTERTOP IS DELAMINATED](#)

[11.8 CRACKS IN COUNTERTOP SURFACES](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 11.7

### **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 statutory warranty.

### **Action**

Countertops not meeting the acceptable condition shall be *repaired*.

### **Remarks**

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

### **See also**

[11.6 LAMINATED COUNTERTOP \(INCLUDING SEAMS, JOINTS OR EDGES\) HAS SWELLED](#)

[11.8 CRACKS IN COUNTERTOP SURFACES](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 11.8

### CONDITION

#### CRACKS IN COUNTERTOP SURFACES

##### Acceptable Performance/Condition

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

##### Warranty

One-Year - Work and Materials

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

##### Action

Countertops not meeting the acceptable condition shall be *repaired*.

##### Remarks

Damaged countertops not identified on the PDI Form may be excluded from the statutory warranty, unless the *homeowner* is able to establish that the damage was caused by the *builder*. 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.

##### See also

[11.6 LAMINATED COUNTERTOP \(INCLUDING SEAMS, JOINTS OR EDGES\) HAS SWELLED](#)

[11.7 LAMINATED COUNTERTOP IS DELAMINATED](#)

[11.10 SEAMS \(JOINTS\) IN STONE COUNTERTOPS ARE TOO WIDE OR OPEN](#)

[11.11 SURFACE PITS, FISSURES OR VEINS IN NATURAL STONE COUNTERTOPS](#)

##### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 11.9

### CONDITION

#### SCRATCHES/CHIPS ON COUNTERTOPS

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

Countertop surfaces exposed to view shall be free from *visible* damage at the time of the *PDI*.

##### **Warranty**

One-Year - Work and Materials

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

##### **Action**

*Visible* damage shall be *repaired*.

##### **Remarks**

Damaged countertops not identified on the PDI Form may be excluded from the statutory warranty, unless the *homeowner* is able to establish that the damage was caused by the *builder*. Maintain countertop surfaces in accordance with the manufacturer's instructions.

##### **See also**

n/a

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 11.10

### CONDITION

SEAMS (JOINTS) IN STONE COUNTERTOPS ARE TOO WIDE OR OPEN

#### Acceptable Performance/Condition

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

#### Warranty

One-Year - Work and Materials

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

#### Action

Countertops not meeting the acceptable condition shall be *repaired*.

#### Remarks

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

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

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

#### See also

[11.8 CRACKS IN COUNTERTOP SURFACES](#)

[11.11 SURFACE PITS, FISSURES OR VEINS IN NATURAL STONE COUNTERTOPS](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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.

#### **See also**

11.8 CRACKS IN COUNTERTOP SURFACES

11.10 11.10 SEAMS (JOINTS) IN STONE COUNTERTOPS ARE TOO WIDE OR OPEN

11.12 STAINING OF NATURAL STONE PRODUCTS

#### **Notes**

**This article, as revised, applies to conciliations after January 1, 2019.**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 11.12

### CONDITION

#### STAINING OF NATURAL STONE PRODUCTS

#### Acceptable Performance/Condition

Natural quarried stone products are subject to staining, even when sealed.

#### Warranty

None.

#### Action

None.

#### Remarks

Quarried stone products, including but not limited to countertops, shower walls, shower seats, backsplashes etc. are products of nature. Stones are porous materials; therefore, any spilled substances, including water, requires immediate attention. Not all stone products are sealed at the time of installation and if unsealed will require application. Regular reapplication of sealant is a part of homeowner maintenance.

Sealers that are applied when installed may prevent some stains. However, even sealed products are susceptible to staining if proper care is not taken.

Stains on stone products like countertops, shower walls, shower seats, etc. not identified on the PDI Form will be excluded from the statutory warranty, unless the *homeowner* is able to establish that the damage was caused by the *builder*.

#### See also

11.8 CRACKS IN COUNTERTOP SURFACES

11.10 SEAMS (JOINTS) IN STONE COUNTETOPS ARE TOO WIDE OR OPEN

11.11 SURFACE PITS, FISSURES OR VEINS IN NATURAL STONE  
COUNTERTOPS

#### Notes

**This Article applies to all conciliations after January 1, 2019.**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 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 (unless discussed prior to construction and specified in the Agreement of Purchase and Sale or *contract*) 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.

### **See also**

[12.2 FINISHED FLOOR IS UNEVEN](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 6 mm from the *specified plane*.

#### Warranty

One-Year - Work and Materials

- Ridges and depressions caused by *normal* shrinkage of materials are excluded from the statutory 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 6 mm where they would constitute a trip hazard.

Variations in grout and/or flooring colour are to be expected when making repairs. For dye lot variations in ceramic floor tiles see Item 12.34.

For variations in colour in natural stone tile installations (granite, marble, travertine, slate and limestone) see Item 12.35.

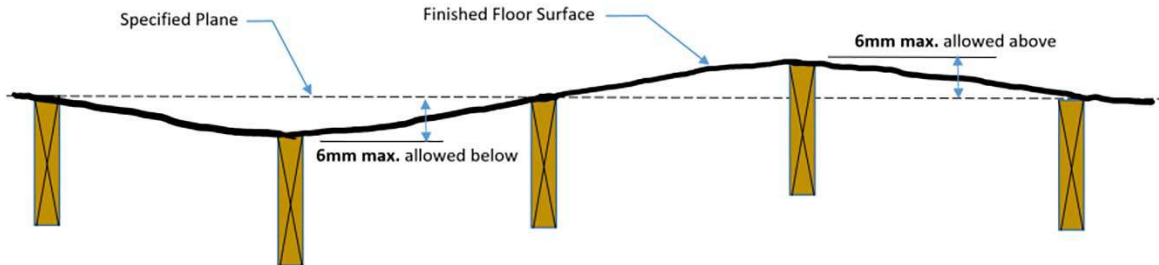
#### See also

12.1 TRANSITION BETWEEN DIFFERENT TYPES OF FLOORING IS NOT FLUSHED

[12.34](#) DYE LOT VARIATIONS IN CERAMIC FLOOR TILES

[12.35](#) VARIATION IN COLOUR IN NATURAL STONE TILE INSTALLATIONS  
(GRANITE, MARBLE, TRAVERTINE, SLATE AND LIMESTONE)

## 12.2 (CONTINUED)



For additional details on how the variation is measured, please see Appendix A4 - Measuring Variation from the Specified Plane.

### Notes

**This article, as revised, applies to conciliations after January 1, 2019.**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 1,800 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.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory warranty.

#### Action

Carpet seams not meeting the acceptable condition shall be *repaired*.

#### Remarks

Identify any concerns about *visible* carpet seams on the PDI Form to avoid any suggestion that the problem is one of *normal* wear and tear. Visibility of carpet seams will vary with type of carpet and varying lighting conditions. Although the backing may be tightly fitted, a seam may remain *visible*; this is acceptable.

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*.

#### See also

[12.5 CARPET IS LOOSE OR STRECTHING HAS OCCURED](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.6

### CONDITION

#### SPOTS OR FADING ON CARPET

#### Acceptable Performance/Condition

Carpet shall be free from spots and faded areas.

#### Warranty

One-Year - Work and Materials

- Spots or faded areas in carpet resulting from *normal* wear and tear or improper maintenance are excluded from the statutory warranty.

#### Action

Spotted or faded carpet recorded on the PDI Form will be *repaired*. If not noted on the PDI Form, the *homeowner* must establish that the damage was caused by the *builder*.

#### Remarks

Identify any damaged carpeting at the *PDI* 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.

#### See also

[12.7 CARPET NOT UNIFORM IN COLOUR](#)

[12.8 CARPET HAS DARK STAINS AROUND PERIMTER OF ROOMS AND AT HEATING REGISTERS](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 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.

#### 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.

#### See also

[12.6 SPOTS OR FADING ON CARPET](#)

[12.8 CARPET HAS DARK STAINS AROUND PERIMTER OF ROOMS AND AT HEATING REGISTERS](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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 televisions screens, carpets and magnetic seals on refrigerators. Burning scented candles contributes to carpet staining. Light-coloured synthetic carpets accentuate this condition.

#### See also

[12.6 SPOTS OR FADING ON CARPET](#)

[12.7 CARPET NOT UNIFORM IN COLOUR](#)

#### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 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 statutory warranty.

#### **Action**

Hollow areas in underpad shall be *repaired*.

#### **Remarks**

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

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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, telegraphing) 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.

### **See also**

[12.13 BUBBLES APPEAR ON VINYL FLOORING SURFACE](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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.

### **See also**

[12.12 RESILIENT FLOORING JOINTS NOT TIGHT](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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.

Joint filler recommended by the flooring manufacturer may be used to fill gaps between seams of sheet flooring.

#### See also

[12.11 RESILIENT SHEET FLOORING IS LOOSE](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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.

#### See also

[12.10 PROTRUSIONS APPEAR ON THE SURFACE OF RESILIENT FLOORING WITHOUT BREAKING THROUGH](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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**

Manufacturer's tolerances for alignment may vary with patterns, textures and colour of material.

### **See also**

[12.12 RESILIENT FLOORING JOINTS NOT TIGHT](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 12.15

### CONDITION

RESILIENT (FLEXIBLE) FLOOR TILE IS LOOSE

### Acceptable Performance/Condition

Resilient floor tiles shall be securely bonded to the substrate.

### Warranty

One-Year - Work and Materials

- Tiles that become detached as a result of improper maintenance, physical damage or moisture, *normal* wear and tear and chemical contamination cannot be considered for the statutory 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 colours in replacement tiles are acceptable.

### See also

n/a

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.16

### **CONDITION**

PATTERNS OR CORNERS OF RESILIENT FLOOR TILE ARE MISALIGNED

### **Acceptable Performance/Condition**

Resilient floor tiles shall be installed with tight joints to provide a generally uniform appearance throughout the room or defined area when viewed under *normal* lighting conditions from a *normal* viewing position.

### **Warranty**

One-Year - Work and Materials

### **Action**

Flooring not meeting the acceptable condition shall be *repaired*.

### **Remarks**

Alignment of patterns or corners may vary with tile dimensions, shape, texture and colour of material.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.17

### **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 statutory 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 discolouration of the flooring. Direct sunlight naturally causes general yellowing over time and is *normal*.

### **See also**

[12.18 DYE LOT VARIATIONS IN VINYL FLOORING](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.18

### **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.

##### **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.

##### **See also**

[12.19 VARIATIONS IN COLOUR OCCURRING DURING REPAIRS OF VINYL FLOORING](#)

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.19

### CONDITION

VARIATION IN COLOUR OCCURRING DURING *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.

#### 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.

#### See also

[12.18 DYE LOT VARIATIONS IN VINYL FLOORING](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.20

### 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 statutory 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*.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.21

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

### Action

One complete heating and cooling season should be allowed as the problem may remedy itself. Cupping identified at the time of the *PDI* shall be *repaired*. Cupping that occurs after the *PDI* and is proven to result from defective work or materials shall be *repaired*.

### Remarks

Identify any damaged hardwood flooring on the PDI 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.

See Appendix A2 “Moisture in Wood and Laminate Floors” for more information.

### See also

[12.22 THE SURFACE OF ONE STRIP OF HARDWOOD OR PARQUET FLOORING IS HIGHER THAN ANOTHER](#)

[Appendix A2 “Moisture in Wood and Laminate Floors”](#)

### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 12.22

### **CONDITION**

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

### **Acceptable Performance/Condition**

Strip hardwood flooring or parquet 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.

### **See also**

[12.21 STRIP HARDWOOD FLOORING IS CUPPED \(HIGH EDGES\)](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 12.23

### 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 statutory 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.

#### See also

[12.27 KNOTS AND COLOUR VARIATION IS STRIP WOOD FLOORING](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.24

### **CONDITION**

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

### **Acceptable Performance/Condition**

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

### **Warranty**

One-Year - Work and Materials

- Damage noted on the PDI 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 statutory warranty.

### **Action**

Defective finished surfaces shall be *repaired*.

### **Remarks**

Identify any damaged hardwood flooring on the PDI Form to avoid any dispute about whether the damage was caused by the *builder*. Isolated air bubbles not resulting in detachment of the finish are acceptable.

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*.

### **See also**

[12.26 WOOD FLOORING BUCKLES AND DETACHES FROM SUBSTRATE](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.25

### 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 statutory warranty.

### Action

Crowning of hardwood flooring identified on the *PDI* 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 PDI 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.

See Appendix A2 “Moisture in Wood and Laminate Floors” for more information.

### See also

[12.22 THE SURFACE OF ONE STRIP OF HARDWOOD OR PARQUET FLOORING IS HIGHER THAN ANOTHER](#)

[Appendix A2 “Moisture in Wood and Laminate Floors”](#)

### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 12.26

### 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 statutory 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.

See Appendix A2 "Moisture in Wood and Laminate Floors" for more information.

#### See also

[12.24 FINISH ON WOOD FLOORING HAS CRACKED, BLISTERED, BUBBLED, OR PEELED RESULTING IN DETACHMENT OF FINISH](#)  
[Appendix A2 "Moisture in Wood and Laminate Floors"](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.27

### **CONDITION**

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

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

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

#### **Warranty**

One-Year - Work and Materials

#### **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.

#### **See also**

[12.23 FLOOR FINISH ON WOOD FLOORING IS NOT UNIFORM](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.28

### 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 statutory warranty.

### Action

Splintered flooring shall be *repaired*.

### Remarks

Splinters should not occur under *normal* usage conditions.

### See also

[12.24 FINISH ON WOOD FLOORING HAS CRACKED, BLISTERED, BUBBLED, OR PEELED RESULTING IN DETACHMENT OF FINISH](#)

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.29

### CONDITION

“STICKER BURN” APPEARS ON SURFACE OF STRIP FLOORING

### Acceptable Performance/Condition

The surface of strip wood flooring shall be free from discolouration caused by manufacturing or storage procedures within the different grade of flooring specified.

### Warranty

One-Year - Work and Materials

### Action

Discoloured pieces of flooring shall be *repaired* or replaced where disallowed by the grade.

### Remarks

“Sticker burn” is discolouration across the width of the board caused by the sticks used between the lumber during the drying process. Sticker burn is acceptable within some different specified grades.

### See also

[12.24 FINISH ON WOOD FLOORING HAS CRACKED, BLISTERED, BUBBLED, OR PEELED RESULTING IN DETACHMENT OF FINISH](#)

### Notes

Words in italics are defined in the “[TERMINOLOGY](#)” section on page 19.

## 12.30

### CONDITION

CERAMIC/PORCELAIN TILE, MARBLE OR STONE FLOORING IS BROKEN OR LOOSE (INCLUDING MARBLE TRANSITIONS)

### Acceptable Performance/Condition

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

### Warranty

One-Year - Work and Materials

- Where floors are not required to provide water resistance, cracked or loose tiles resulting from *normal* shrinkage of materials due to drying after construction are excluded from the statutory warranty.
- Damage caused by *normal* wear and tear or improper maintenance is excluded from the statutory warranty.

### Action

Flooring not meeting the acceptable condition shall be *repaired*.

### Remarks

Identify any damaged ceramic/porcelain tile on the PDI 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*.

### See also

n/a

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 12.31

### **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 statutory warranty.

### **Action**

Cracks not meeting the acceptable condition shall be *repaired*.

### **Remarks**

Slight variations in grout colour are to be expected when making *repairs*.

### **See also**

[12.33 GROUT IS NOT A UNIFORM COLOUR](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.32

### **CONDITION**

ADJACENT MARBLE UNITS OR CERAMIC TILE SURFACES INSTALLED AT DIFFERENT ELEVATIONS

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

Adjacent marble units and/or adjacent ceramic tiles shall be installed generally flush, taking into account the texture and intended aesthetic application of the finished surface.

#### **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.

Slight variations in colour may occur due to different lighting effects and patterns. 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*.

The way in which people perceive colour, tones and hues will vary from one person to another and can be very subjective.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.33

### 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.

#### Warranty

One-Year - Work and Materials

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

#### Action

Grout joints not meeting the acceptable condition shall be *repaired*.

#### Remarks

Minor variation in grout joint colour is *normal*.

#### See also

[12.31 CRACKS APPEARING IN GROUTING OF CERAMIC TILE JOINTS OR AT JUNCTIONS WITH OTHER MATERIALS SUCH AS BATHTUBS](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.34

### **CONDITION**

#### DYE LOT VARIATIONS IN CERAMIC FLOOR TILES

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

Within a room or defined area, the ceramic floor tiles shall be uniform in colour, texture and pattern when viewed under *normal* lighting conditions. Minor variation between dye lots is acceptable.

##### **Warranty**

One-Year - Work and Materials

##### **Action**

Floor tiles not meeting the acceptable condition shall be repaired.

##### **Remarks**

Some floor tiles are designed with irregular finished surfaces, which may exaggerate the aesthetic appearance of the condition.

Slight variations in colour may occur due to different lighting effects and patterns. 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*.

##### **See also**

n/a

##### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.35

### **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.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.36

### 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 statutory warranty.
- Gaps resulting from failure by the homeowner to maintain adequate ventilation is excluded from the statutory warranty

#### Action

Gaps identified at the time of the *PDI* shall be *repaired*. Gaps that occurs after the *PDI* 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. See [Appendix A2 "Moisture in Wood and Laminate Floors"](#) for more information.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.37

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

### Action

Cupping identified at the time of the *PDI* shall be *repaired*. Cupping that occurs after the *PDI* 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 *PDI* 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. Slight variances in colour and/or pattern are to be expected when making repairs.

See [Appendix A2 "Moisture in Wood and Laminate Floors"](#) for more information.

### See also

n/a

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 12.38

### 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 statutory warranty.

#### Action

Buckling identified at the time of the *PDI* shall be *repaired*. Buckling that occurs after the *PDI* 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. See [Appendix A2 "Moisture in Wood and Laminate Floors"](#) for more information.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 12.39

### 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 the PDI.

### Warranty

One-Year - Work and materials

- Damages resulting from normal wear and tear are excluded from the statutory 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 PDI 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.

See [Appendix A2 "Moisture in Wood and Laminate Floors"](#) for more information.

### See also

n/a

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## **13. CHIMNEYS AND 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.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 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 statutory 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.

#### See also

[5.4 ROOF OR FLASHING LEAKS](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 13.3

#### **CONDITION**

BRICKS BREAKING UP ON SURFACE OF CHIMNEY

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

Bricks used for chimneys shall not deteriorate or become displaced.

#### **Warranty**

One-Year - Work and Materials

Two-Year - Cladding Detachment, Displacement or Deterioration

#### **Action**

Bricks not meeting the acceptable performance shall be *repaired*.

#### **Remarks**

Moisture migration into the chimney brick can contribute to premature deterioration.

Chimney cap overhangs are critical to protect the chimney from weather.

#### **See also**

[4.20 CLAY BRICKS ARE CHIPPED](#)

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 13.4

### **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

Two-Year - Ontario Building Code Health & Safety Violations

- Damage resulting from improper maintenance or additions, deletions or alterations made by a *homeowner* is excluded from the statutory 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.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 13.5

### **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.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 13.6

### CONDITION

FIREBRICK IS BROKEN

#### Acceptable Performance/Condition

Firebrick shall not break during the statutory warranty period. This condition is warranted only where a defect in work or material is demonstrated.

#### Warranty

One-Year - Work and Materials

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

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 14. GARAGES AND EXTERIORS

## 14.1

### **CONDITION**

GARAGE FLOOR HAS HEAVED OR SETTLED

### **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.

### **Warranty**

One-Year - Work and Materials

### **Action**

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

### **Remarks**

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

### **See also**

[14.2 CONCRETE GARAGE FLOOR IS CRACKED](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.2

### CONDITION

CONCRETE GARAGE FLOOR IS CRACKED

### Acceptable Performance/Condition

Cracks resulting from *normal* shrinkage are acceptable; crack width in excess of 6 mm is not acceptable.

### Warranty

One-Year - Work and Materials

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

### Action

Cracks in excess of the acceptable condition shall be *repaired*.

### Remarks

Concrete floors naturally crack during curing due to shrinkage. Actual crack width shall be determined using a wire feeler gauge\* inserted inside the crack. Where *repairs* are necessary, colour and/or texture of *repair* materials may not match the surrounding concrete.

\* Because it is of a manufactured, set size, an Allen Wrench/Key may be used as a wire feeler gauge.

### See also

[14.1 GARAGE FLOOR HAS HEAVED OR SETTLED](#)

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

### 14.3

#### **CONDITION**

NO REINFORCEMENT IN GARAGE SLAB

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

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

#### **Warranty**

One-Year - Work and Materials

Seven-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 garages shall conform with the Building Code.

Reinforcing of concrete slabs is not usually necessary unless abnormal design or construction conditions are encountered.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.4

### 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 statutory warranty.

#### Action

Garage doors not meeting the acceptable performance shall be *repaired*.

#### Remarks

Proper operation of overhead garage doors should be confirmed at the *PDI* and any malfunction should be noted on the PDI Form to avoid any dispute about whether the damage was caused by the *builder*. The *builder* is not responsible for the door operation if the *homeowner* has installed a garage door opener.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.5

### **CONDITION**

GARAGE DOORS (VEHICULAR AND MAN-DOORS) ALLOW ENTRANCE OF SNOW OR WATER

### **Acceptable Performance/Condition**

Garage doors are not required to be weatherstripped and may allow snow and water to enter the garage.

### **Warranty**

None.

### **Action**

None.

### **Remarks**

Unless a garage is constructed by the *builder* to be used for habitable space, garage doors are not required to be weathertight.

### **See also**

[14.6 WATER ACCUMULATES ON GARAGE FLOOR](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.6

### CONDITION

WATER ACCUMULATES ON GARAGE FLOOR

#### Acceptable Performance/Condition

Provided garage floors are sloped to drain to the exterior, localized variations in the surface of the floor may impede immediate drainage and are acceptable.

#### Warranty

One-Year - Work and Materials

One-Year - Ontario Building Code Violations

#### 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.

#### See also

[14.5 GARAGE DOORS \(VEHICULAR AND MAN-DOORS\) ALLOW ENTRANCE OF SNOW OR WATER](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.7

### CONDITION

ASPHALT OR CONCRETE DRIVEWAY HAS CRACKED

#### Acceptable Performance/Condition

Cracks are acceptable if caused by factors other than a defect in work or materials provided by the *builder*.

#### Warranty

One-Year - Work and Materials

- Damage resulting from *normal* shrinkage of materials caused by drying after construction, improper maintenance, *normal* wear and tear, subsidence of the land around the building, or alterations, deletions, or additions made by the *homeowner* is not covered by the statutory warranty.

#### Action

Cracks not meeting the acceptable condition shall be *repaired*.

#### Remarks

The condition is warranted where there is a demonstrated defect in work or material supplied by the *builder*. Cracks may develop in driveways due to environmental conditions, soil settlement, de-icing chemicals, or shrinkage of the asphalt or concrete, and are not warranted in those situations. Heavy loads from large vehicles can damage driveways.

#### See also

[14.8 DRIVEWAY HAS SETTLED](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 14.8

### CONDITION

DRIVEWAY HAS SETTLED

#### Acceptable Performance/Condition

Driveways shall be graded so that water does not accumulate at or near the building. Subsidence in other parts of a driveway is not covered by the statutory warranty.

#### 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 statutory warranty.

#### Action

Driveways not meeting the acceptable condition shall be *repaired*.

#### Remarks

Disturbed soil will naturally consolidate and cannot practically be prevented from moving. Frost heaves may also produce seasonal movement where the driveway meets the garage.

Heavy loads imposed on a driveway can cause local depressions.

#### See also

[14.7 ASPHALT OR CONCRETE DRIVEWAY HAS CRACKED](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.9

### CONDITION

#### SOD/SEEDING NOT COMPLETED

#### Acceptable Performance/Condition

Sod/seeding shall be installed in conditions conducive to growth, generally within one year of the occupancy of the *home* or within the time period required by governing municipal agreements or the phasing of the subdivision.

#### Warranty

One-Year - Incomplete Work

One-Year - Work and

Materials

- Sod/seeding that fails due to improper maintenance is excluded from the statutory warranty.

#### Action

*Builder* shall complete sod/seeding installation when conditions conducive to growth exist. The installation of sod/seeding can coincide with subdivision phasing.

#### Remarks

Identify any incomplete landscaping (that is the responsibility of the *builder*) at the *PDI*. Sod/seeding should only be installed when conditions are conducive to growth, typically mid-spring through mid-fall.

The *homeowner* is responsible to maintain sod/seeding after installation is complete; maintenance requirements may vary.

The installation of sod/seeding may be delayed as a result of:

- *Homes* occupied when conditions are not conducive to growth
- Phasing of sub-division work
- Final grading related to municipal agreements

Growing conditions vary according to geographic location.

#### See also

[14.10 THE SHRUBS, TREE\(S\), PLANTS, OR SOD HAVE DIED](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.10

### **CONDITION**

THE SHRUBS, TREE(S), PLANTS, OR SOD HAVE DIED

### **Acceptable Performance/Condition**

Landscaping plants supplied and installed by the *builder* shall be alive at the time of the *PDI* or when installed, whichever is later.

### **Warranty**

One-Year - Work and Materials

### **Action**

Landscape planting not meeting the acceptable condition shall be replaced.

### **Remarks**

*Homeowners* must water and nurture landscaping plants after installation to ensure growth.

Plants that are alive when installed and subsequently die are not the responsibility of the *builder*.

Plants on municipal property such as boulevards and walkways are not covered by the statutory warranty.

### **See also**

[14.9 SOD/SEEDING NOT COMPLETED](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.11

### **CONDITION**

TREE STUMPS HAVE BEEN LEFT ON THE PROPERTY

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

Where the *builder* is responsible for final grading under the contract and trees have been cut down as part of the construction process, stumps shall be removed.

#### **Warranty**

One-Year - Work and Materials

#### **Action**

Tree stumps not meeting the acceptable condition shall be removed.

#### **Remarks**

Identify any incomplete landscaping (that is the responsibility of the *builder*) at the *PDI*. Reference must be made to the Agreement of Purchase and Sale or construction *contract* in order to determine the scope of the *builder's* responsibilities.

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.12

### 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 after settling. Where no grade is specified for a slope, a minimum gradient of 2% is considered acceptable; sodded or graveled areas may have a minimum gradient of 1%.

##### Warranty

One-Year - Work and Materials

One-Year - Ontario Building Code Violations

- 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 statutory warranty.

##### Action

Site grading shall meet the acceptable condition by conforming to a municipally approved grading plan, or equivalent, where applicable. 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.

##### See also

[14.13 SETTling, HEAVING OR SEPARATING OF LANDINGS OR STEPS](#)

##### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.13

### 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

Two-Year - Ontario Building Code Health & Safety Violations

- 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 statutory warranty.
- Damage resulting from *normal* shrinkage of materials due to drying after construction is not covered by the statutory 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 statutory warranty.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.14

### **CONDITION**

EXTERIOR DECK IS SPRINGY OR SHAKY

### **Acceptable Performance/Condition**

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

### **Warranty**

One-Year - Work and Materials

Two-Year - Ontario Building Code Health & Safety Violations

### **Action**

Decks not meeting the acceptable performance shall be *repaired*.

### **Remarks**

None.

### **See also**

[14.16 DECK BOARD SPACING IS NOT UNIFORM](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.15

### CONDITION

EXTERIOR DECK RAILING IS SHAKY

### Acceptable Performance/Condition

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

### Warranty

Two-Year - Ontario Building Code Health & Safety Violations

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

### Action

Exterior deck railings and guards not meeting the acceptable performance shall be *repaired*.

### Remarks

None.

### See also

n/a

### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



## 14.16

### **CONDITION**

DECK BOARD SPACING IS NOT UNIFORM

### **Acceptable Performance/Condition**

Deck 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**

Deck boards not meeting the acceptable condition shall be *repaired*.

### **Remarks**

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

### **See also**

14.14 [EXTERIOR DECK IS SPRINGY OR SHAKY](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.17

### 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.

#### See also

[14.15 EXTERIOR DECK RAILING IS SHAKY](#)

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.18

### **CONDITION**

EXTERIOR DECK IS OUT OF LEVEL

### **Acceptable Performance/Condition**

Exterior decks may slope away from the building a maximum ratio of 50 mm in 3,600 mm to shed water.

### **Warranty**

One-Year - Work and Materials

### **Action**

Exterior decks not meeting the acceptable condition shall be *repaired*.

### **Remarks**

None.

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.19

### **CONDITION**

FLOOR DECKING BOARDS ARE SPLIT, WARPED OR CUPPED

### **Acceptable Performance/Condition**

Floor decking boards may split with exposure to the natural environment.

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

### **Warranty**

One-Year - Work and Materials

- Damage resulting from improper maintenance, *normal* shrinkage of materials due to drying after construction, or additions, deletions or alterations made by the *homeowner* is excluded from the statutory warranty.

### **Action**

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

### **Remarks**

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

### **See also**

n/a

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.20

### CONDITION

#### STAIN COLOUR VARIATIONS ON WOOD DECK

##### Acceptable Performance/Condition

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

##### Warranty

One-Year - Work and Materials

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

##### Action

Stain colour not meeting the acceptable performance shall be *repaired*.

##### Remarks

Stain colour will fade with exposure to the elements. Stain colour in areas with intense sun exposure will vary more than areas that have some protection. Wood is a natural material and stain penetration may vary with wood type and grain patterns.

##### See also

[14.22 STAINS ON EXTERIOR DECKING FROM NAILHEADS](#)

##### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.21

### **CONDITION**

NAILHEADS STICK UP ON DECK SURFACE

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

Nailheads shall be set generally flush with the adjacent deck surface.

#### **Warranty**

One-Year - Work and Materials

- Damage resulting from shrinkage of materials is excluded from the statutory warranty.

#### **Action**

Nailheads not meeting the acceptable performance shall be *repaired*.

#### **Remarks**

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

#### **See also**

n/a

#### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.22

### **CONDITION**

STAINS ON EXTERIOR DECKING FROM NAILHEADS

### **Acceptable Performance/Condition**

Nails will discolour or rust with exposure to the natural environment.

### **Warranty**

None.

### **Action**

None.

### **Remarks**

Even galvanized nails can discolour over time and may stain adjacent deck surfaces.

### **See also**

14.20 [STAIN COLOUR VARIATIONS ON WOOD DECK](#)

### **Notes**

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.

## 14.23

### 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.

#### See also

n/a

#### Notes

Words in italics are defined in the "[TERMINOLOGY](#)" section on page 19.



**APPENDICES**

## A1 Sources

The following publications were consulted in the development of the *Guidelines*. For a list of contributors, please see the section titled “[Acknowledgements](#)” at the beginning of this document.

1. [2006 Building Code Compendium](#), Ministry of Municipal Affairs and Housing, ServiceOntario Publications.
2. [Canadian Building Digest](#), National Research Council Canada.
3. [Best Practice Guide Building Technology](#), Canada Mortgage and Housing Corporation.
4. Characteristics of Concrete, [Poured Concrete Association/Cement Association of Canada](#).
5. [Ontario New Home Warranties Plan Act and Regulations](#).
6. Focus: Concrete Masonry Units, Ontario Concrete Block Association.
7. [2010 Ontario Code and Construction Guide for Housing](#), Ministry of Municipal Affairs and Housing, ServiceOntario Publications.
8. [Residential Air System Design Manual](#), Heating, Refrigeration and Air Conditioning Institute of Canada.
9. [Architectural Painting Specification Manual](#), Ontario Painting Contractors Association.
10. [Problems, Causes, Cures](#), [National Wood Flooring Association](#).
11. [CAN/CSA-A82-06, “Fired Masonry Brick made from Clay or Shale”](#), Canadian Standards Association.
12. [CAN/CSA-A371-04, “Masonry Construction for Buildings”](#), Canadian Standards Association.
13. 2009-2010 Specification Guide 093000 Tile Installation Manual, [Terrazzo, Tile and Marble Association of Canada](#).

## A2 Moisture in Wood and Laminate Floors

The National Wood Flooring Association and the North American Laminate Flooring Association reference the following relative humidity readings for their products.

This information is intended as a guide only.

### WOOD AND LAMINATE FLOORING COMFORT LEVELS

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

Table 1

<b>MOISTURE CONTENT OF WOOD</b>																				
<b>At various temperatures and relative humidity readings</b>																				
Temperature (Celsius)	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	98
-2	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
4	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
10	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
15	1.3	2.5	3.6	4.6	5.4	6.2	7.0	7.8	8.6	9.4	10.2	11.1	12.1	13.3	14.6	16.2	18.2	20.7	24.1	26.8
21	1.3	2.5	3.5	4.5	5.4	6.2	6.9	7.7	8.5	9.2	10.1	11.0	12.0	13.1	14.4	16.0	17.9	20.5	23.9	26.6
27	1.3	2.4	3.5	4.4	5.3	6.1	6.8	7.6	8.3	9.1	9.9	10.6	11.7	12.9	14.2	15.7	17.7	20.2	23.6	26.3
32	1.2	2.3	3.4	4.3	5.1	5.9	6.7	7.4	8.1	8.9	9.7	10.5	11.5	12.6	13.9	15.4	17.3	19.8	23.3	26.0
38	1.2	2.3	3.3	4.2	5.0	5.8	6.5	7.2	7.9	8.7	9.5	10.3	11.2	12.3	13.6	15.1	17.0	19.5	22.9	25.6

Relative Humidity (per cent)

*Information taken from NWFA's Technical Publication No. A100 & as per NALFA's recommendation.*

### A3 Moisture and Windows

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

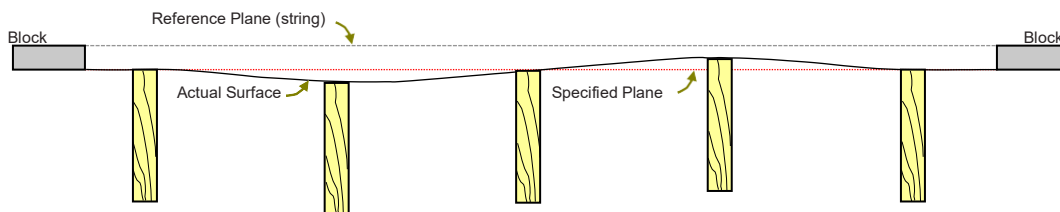
Table 2

Outside Temperature (°C)	Inside Temperature					
	20°C		22°C		24°C	
	MAXIMUM RELATIVE HUMIDITY (%)					
	SINGLE GLASS	DOUBLE GLASS	SINGLE GLASS	DOUBLE GLASS	SINGLE GLASS	DOUBLE GLASS
-35	3	18	3	18	3	18
-29	5	23	5	22	5	21
-23	8	27	7	26	6	25
-18	12	33	11	31	10	29
-12	17	39	16	37	15	35
-7	24	46	23	44	22	42
-1	34	55	32	52	30	49

## A4 Measuring Variation from the *Specified Plane* Using a Plane of Reference

### 4.1 To measure the variation:

- 1) Place two blocks of equal thickness on either side of the surface you are considering.
- 2) Stretch a string across the top of the blocks so the string doesn't sag; the blocks may have to be secured from moving.
- 3) Measure the difference between the string and the actual surface and subtract the thickness of the blocks.
- 4) Compare the result with the allowable variation in the *Guidelines*.



**Figure 1.** Measuring actual surface variation from a *specified plane* using a plane of reference.

### 4.2 Approximate width measurements specified in this document:

In order to quickly assess whether a defect is within the specified tolerances, the following Canadian coins may be used to approximate measurements of variation.

**Table 3**

<b>Specified dimensions in CPG:</b>	<b>For an approximate measurement use thickness/edge of:</b>
1 mm	One dime
1.5 mm	One quarter
2 mm	One loonie

Source: Royal Canadian Mint

## **A5 How to Conduct a Water Test**

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

### **5.1 Above Grade:**

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

### **5.2 Below Grade:**

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

## A6 Chipped Clay Bricks

The following table is from Canadian Standards Association, CSA-A82-06, "Fired Masonry Brick made from Clay or Shale".

Table 4

Fired Masonry Brick made from Clay or Shale Maximum Permissible Extent <sup>1</sup> of Chippage from the Edges and Corners of the Finished Face or Faces onto the Surface						
Brick Type (1)	Maximum % allowed* (2)	Chippage (in millimetres) in from:		Remaining % allowed* (5)	Chippage (in millimetres) in from:	
		Edge (3)	Corner (4)		Edge (6)	Corner (7)
S <sup>2</sup> (plain)†	10% or less	6.5 - 8.0	9.5 - 13.0	90 - 100%	0 - 6.5	0 - 9.5
S <sup>2</sup> (textured)‡	15% or less	8.0 - 11.0	13.0 - 19.0	85 - 100%	0 - 8.0	0 - 13.0

† Plain brick are dry-pressed brick or extruded brick with an unbroken natural die finish.

‡ Texture brick are moulded brick or extruded brick with the face sanded, combed, engobed, scratched, or scarified, or the die skin on the face entirely broken by mechanical means such as wire cutting or wire brushing.

\* Percentage of exposed brick in the wall permitted to have chippage extending from an edge or corner to the dimensions in this Table. Of all the brick units that will be exposed in the wall, a small percentage of the units may have chips that range in size greater than that allowed for the majority of the units. This special allowed percentage, as shown in the "Maximum % allowed" column (2), ranges up to 10% for S (plain), and up to 15% for S (textured). The remainder of the brick units that will be exposed in the wall, as shown in the "Remaining % allowed" column (5), shall conform to the maximum allowed chippage shown in columns (6) and (7) of this Table.

**Example:** The brick units to be placed in to the wall should be inspected prior to being placed. The S (plain) units will then conform to the requirements of this Table if not more than 10% of the units have edge chips greater than 6.5 mm but less than 8.0 mm and the remainder of the units, in this example 90% (100% - 10%), do not have edge chips greater than 6.5 mm in from the edge or 9.5 mm in from the corner.

**Notes:**

1. The aggregate length of chips shall not exceed 10% of the perimeter of the face of the brick (CAN/CSA- A82-06, s.7.3).
2. Type S brick are for general use in masonry (CAN/CSA-A82-06, s.5.(1))

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**6.1** Using a representative sample to determine the percentages of affected bricks in Table 4.

A representative sample may be used to determine the percentage of bricks (Columns (2) and (5) in Table 4) that have chips of specified sizes.

The representative sample (versus an isolated section of the wall with the chipped brick problem) shall be 1 m x 1 m in size with the centre of the sample located 1.5 m above the foundation in the middle of the wall. If the sample lands on an opening (window, door, etc), it shall be moved horizontally in the direction of the most brick in the sample so a full square metre of brick is sampled.

Individual bricks must still meet the maximum chip dimensions in Table 4.

**6.2** Illustrating Brick Chippage

These illustrations are colour-coded to help describe the information in Table 4.

