

SECOND EDITION
EFFECTIVE DECEMBER 1, 2003

Construction Performance Guidelines

for the Ontario Home Building Industry

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PURPOSE OF THIS DOCUMENT

The *Construction Performance Guidelines for the Ontario Home Building Industry* (“*Construction Performance Guidelines*” or “*Guidelines*”) will be used by the Ontario New Home Warranty Program (the “Warranty Program”) when determining whether or not a condition is covered by the statutory warranty. The purpose of the *Guidelines* is not to set new standards but to provide advance information as to how the Warranty Program will decide disputes between builders and homeowners about defects in work or materials. These *Guidelines* have been prepared in consultation with various trade and industry groups and the Warranty Program is grateful for their input. A list of the organizations that were consulted is included in Appendix A.

The *Guidelines* provide objective and uniform criteria that set out the minimum performance required in the construction of new homes in Ontario. They relate to work and materials deficiencies and complement the Ontario Building Code, which addresses structural integrity and health and safety matters. In any case where a guideline is not consistent with a provision of the Ontario Building Code, the Ontario Building Code will prevail. The *Guidelines* are designed to be supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties.

The *Guidelines* are designed primarily for conventional low-rise, wood frame construction – the predominant method of residential construction in Ontario. Therefore, they may not be applicable in all respects for other types of construction or assemblies.

The Warranty Program 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. (The *Guidelines* will be reviewed periodically and expanded or updated to reflect legislative changes and/or changes in construction materials and technologies. To date there have been two editions of the *Guidelines* published. The first edition was effective on April 2, 2003 and the second edition was effective December 1, 2003.)



SCOPE OF THE CONSTRUCTION PERFORMANCE GUIDELINES

The *Construction Performance 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 refer to specific dimensions to determine what is acceptable. These dimensions are used to evaluate the identified conditions. If the variation is minor, the Warranty Program may consider whether the variation significantly affects the performance of the item in determining whether the particular guideline has been met.

SCOPE OF WARRANTY RESPONSIBILITIES

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 Homeowner¹: 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” in this Introduction, and are explained in more detail in the *Homeowner Information Package*².

¹ The term owner is defined in the *Ontario New Home Warranties Plan Act* – see the definition in the “Terminology” section on pages 15-17. Throughout this document the term homeowner will be used to refer to owners.

² 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.



Builder/Vendor³: The builder is responsible for honouring the first- and second-year 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 Warranty Service Rules, which are explained in detail in *Builder Bulletin #42*.

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

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 the Warranty Program Web site at www.newhome.on.ca

³ The terms builder and vendor are defined in the *Ontario New Home Warranties Plan Act* – see the definitions included in the "Terminology" section on pages 15-17. Throughout this document the term builder will be used to refer to builders and vendors.



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 section entitled “Terminology”.

Seven-Year Major Structural Defect⁴ Coverage – In addition to the builder’s two-year warranty against major structural defects, the Warranty Program provides extended coverage for major structural defects in years three through seven.

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*;

⁴ 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 pages 15-17.



- 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 or foundations;
- 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. The Warranty Program assumes no liability for any error or omission in this publication.

INCOMPLETE, MISSING OR DAMAGED ITEMS – 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 the Warranty Program.

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 the Warranty Program to determine whether the item is covered under warranty if a dispute arises as it may not be clear who caused the damage or malfunction in question or whether an item was missing before the date of possession.



After 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 the Warranty Program 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.



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.

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 Ontario 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 the load-bearing portion of any building, or materially and adversely affects its load-bearing function, or
- b) that materially and adversely affects the use of such building for the purpose for which it was intended,

Including:

- significant damage due to certain types of soil movement,
- major cracks in basement walls,
- collapse or serious distortion of joints or roof structure and chemical failure of materials.

Excluding any defect attributable in whole or in part to:

- flood damage,
- dampness not arising from failure of a load-bearing portion of the building,
- damage to drains or services,
- damage to finishes, and
- damage arising from acts of God, acts of the homeowners and their tenants, licensees and invitees, acts of civil and military authorities, acts of war, riot, insurrection or civil commotion and malicious damage.

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.



1.1

CONDITION

EFFLORESCENCE IS PRESENT ON CONCRETE OR MASONRY SURFACES

Acceptable Performance/Condition

Efflorescence may occur on concrete and masonry surfaces.

Warranty

None.

Action

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

Remarks

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

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.4

CONDITION

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

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

Action

Uneven floors exceeding the acceptable condition shall be *repaired*.

Remarks

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.5

CONDITION

CONCRETE BASEMENT FLOOR 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

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

Remarks

Concrete floors naturally crack during curing due to shrinkage. Actual crack widths shall be determined using a wire feeler gauge* inserted inside the crack. Where *repairs* are necessary, colour and/or texture 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.6

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.7

CONDITION

NO REINFORCING IN BASEMENT CONCRETE SLAB

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

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 Section 9.16 of the Ontario Building Code. Reinforcing of concrete slabs is not usually necessary unless unusual design or construction conditions are encountered.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.8

CONDITION

CONCRETE BLOCK 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

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.9

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 Ontario 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 not covered by the statutory warranty.

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.10

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.11

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.12

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 Ontario Building Code.

Remarks

Crawl spaces shall be ventilated in accordance with the Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.13

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. See sections 1.14 “Foundation Wall Leaks” and 1.15 “Water Leakage Through Basement Floor Slab”.

Warranty

None.

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.14

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

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

Remarks

Only actual water penetration through the foundation is warranted; dampness caused by condensation or other causes is not considered to be water penetration and is not covered by the statutory warranty. 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



1.15

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 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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



2.1

CONDITION

WOOD BEAM OR POST IS SPLIT

Acceptable Performance/Condition

Load-bearing wood beams and posts that have splits and checks due to *normal* drying are acceptable if the beams and posts have been sized according to the Ontario Building Code and no structural deficiency exists. Where the wood beam or post is 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 and checks 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 (4¹/₂") 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 are primarily aesthetic concerns rather than structural problems.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



2.2

CONDITION

WOOD BEAM OR POST IS CUPPED

Acceptable Performance/Condition

Load-bearing wood beams and posts that are cupped due to *normal* drying are acceptable if the beams and posts have been sized according to the Ontario Building Code and no structural deficiency exists.

Warranty

One-Year – Work and Materials

Seven-Year – *Major Structural Defect*

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

Action

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

Remarks

Wood beams and posts are timbers that are at least 114 mm (4½") in their smallest dimension. A characteristic of drying wood such as cupping is beyond the control of the *builder* and cannot be prevented. Cupping is primarily an aesthetic concern rather than a structural problem.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



2.3

CONDITION

STRUCTURAL COLUMN IN UNFINISHED BASEMENT IS OUT OF PLUMB

Acceptable Performance/Condition

Structural columns (wood, masonry, concrete or steel) in an unfinished basement shall not be out of plumb more than 25 mm in 2,400 mm.

Warranty

One-Year – Work and Materials

Seven-Year – *Major Structural Defect*

Action

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

Remarks

None.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



2.4

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



2.5

CONDITION

LOOSE SUBFLOOR

Acceptable Performance/Condition

Subfloors shall not become loose and no movement shall be felt underfoot under *normal* loading conditions. Subfloors shall be fastened in accordance with the Ontario Building Code.

Warranty

One-Year – Work and Materials

Two-Year – Ontario Building Code Health & Safety Violations

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

Action

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

Remarks

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



2.6

CONDITION
FLOOR SQUEAKS

Acceptable Performance/Condition

Floors shall be free from squeaks caused by movement in the floor system connections under *normal* 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. The *homeowner* must maintain indoor humidity levels to prevent excessive drying of materials. A squeak-free floor may not be attainable.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



2.7

CONDITION

FINISHED FLOOR ABOVE GRADE IS OUT OF LEVEL

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

- Minor slope variance caused by *normal* shrinkage of materials due to drying after construction is excluded from the 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. Where a floor is framed with an engineered floor system, minor slope variations caused by the required camber in the long-spanned joists supporting the floor are excluded from the statutory warranty. For uneven areas in floors see section 12.2 “Floor is Uneven”.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



2.8

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 Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 25 mm in 2,400 mm vertical measurement.

Warranty

One-Year – Work and Materials

Action

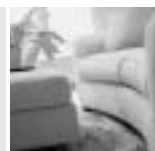
Walls not meeting the acceptable condition shall be *repaired*.

Remarks

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 ± 20 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

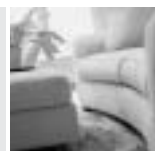
Windows not meeting the acceptable performance shall be *repaired*.

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

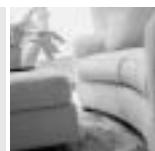
Scratched glass not meeting the acceptable condition and reported on the PDI Form shall be *repaired*. If not noted, the *homeowner* must establish that the damage was caused by the *builder*.

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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*.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



3.7

CONDITION

WINDOW UNIT LEAKS DURING RAIN

Acceptable Performance/Condition

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

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

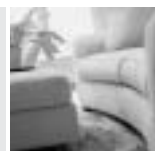
The *homeowner* must ensure operable windows are properly closed, weatherstripping and caulking is maintained and drain ports are not obstructed.

The window manufacturer may provide extended warranty coverage.

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

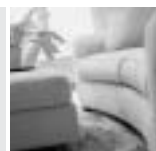
Doors not meeting the acceptable performance shall be replaced.

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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).

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

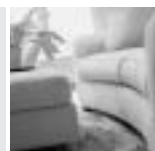
Doors not meeting the acceptable condition shall be *repaired*.

Remarks

None.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

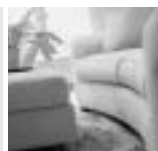
Doors not meeting the acceptable condition shall be *repaired*.

Remarks

None.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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

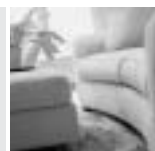
Doors and hardware not meeting the acceptable performance shall be *repaired*.

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

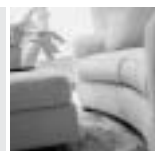
Exterior doors not meeting the acceptable condition shall be *repaired*.

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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

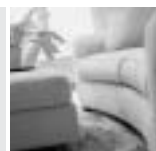
Exterior doors not meeting the acceptable condition shall be *repaired*.

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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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

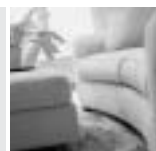
Sliding doors and their screens not meeting the acceptable condition shall be *repaired*.

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*.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



4.1

CONDITION

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

Acceptable Performance/Condition

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

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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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 Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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 Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



4.9

CONDITION

ALUMINUM/VINYL SIDING IS BOWED OR WAVY

Acceptable Performance/Condition

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

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



4.11

CONDITION

ALUMINUM OR VINYL SIDING, TRIM OR ACCESSORY IS LOOSE

Acceptable Performance/Condition

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

Warranty

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



4.13

CONDITION

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

Acceptable Performance/Condition

Cracks resulting from *normal* shrinkage are acceptable; crack width in excess of the ratio of 3 mm in 10 m 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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).

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



4.17

CONDITION

EFFLORESCENCE (WHITE POWDER) IS PRESENT ON MASONRY SURFACE

Acceptable Performance/Condition

Efflorescence commonly occurs on masonry surfaces and is *normal*. Localized concentrations of efflorescence *visible* from 6 m are not acceptable.

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

Localized concentrations of efflorescence *visible* from 6 m shall be investigated. 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 harmless deposit of mineral salts on the surface of masonry and occurs naturally due to the movement of moisture; it may diminish over time. Visibility varies with seasonal conditions. Dark-coloured bricks tend to exaggerate the appearance of efflorescence. Localized areas of efflorescence may be linked to abnormal sources of moisture. Salt and de-icers may also contribute to efflorescence.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 Appendix A5 “How to Conduct a Water Test” for more information.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



4.20

CONDITION

CLAY BRICKS ARE CHIPPED

Acceptable Performance/Condition

Clay brick veneer shall be installed in accordance with the Ontario 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 A7 “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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



4.30

CONDITION

MOULD OR MILDEW IS *VISIBLE* ON EXTERIOR PAINTED SURFACES

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

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

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.1

CONDITION

ROOF RIDGE HAS SAGGED

Acceptable Performance/Condition

Roofs shall be constructed to ensure the ridge does not sag under *normal* design conditions in accordance with the Ontario Building Code.

Warranty

One-Year – Work and Materials

Seven-Year – *Major Structural Defect*

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

Action

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

Remarks

Heavy loads of ice and snow can damage a roof. *Normal* home maintenance should include professional removal of heavy buildups of ice and snow.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.2

CONDITION

ROOF TRUSSES OR RAFTERS ARE BOWED

Acceptable Performance/Condition

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.3

CONDITION

ROOF APPEARS WAVY

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

Action

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

Remarks

Roof sheathing shall be installed with proper joint spacing and support. Waviness between framing members may occur even when sheathing is properly installed. Frost patterns on a roof can give the appearance of waviness without the condition existing (e.g. frost outline on sheathing joints and over roof framing members).

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.4

CONDITION

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

Acceptable Performance/Condition

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

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

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



5.5

CONDITION

ROOF OR FLASHING LEAKS

Acceptable Performance/Condition

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

Warranty

One-Year – 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.

Action

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

Remarks

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

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.6

CONDITION

INADEQUATE ATTIC VENTILATION

Acceptable Performance/Condition

Attics shall be ventilated in accordance with the Ontario 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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



5.7

CONDITION

ICE BUILDUP ON THE ROOF

Acceptable Performance/Condition

Ice and icicles are a natural occurrence on roofs.

Warranty

None.

- Damage caused by improper maintenance is not covered by the 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 5.5 “Roof or Flashing Leaks” for water leakage resulting from ice dams. This condition is warranted only where there is a demonstrated Ontario Building Code violation or a defect in work or material supplied by the *builder*.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.8

CONDITION

ROOF SHINGLES HAVE BLOWN OFF

Acceptable Performance/Condition

Roof shingles shall be installed according to the Ontario 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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



5.9

CONDITION

TABS ON ASPHALT SHINGLES ARE NOT LINED UP

Acceptable Performance/Condition

Shingles shall be installed to provide a generally uniform pattern when viewed from a *normal* viewing position on the ground from any given location.

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.10

CONDITION

ASPHALT SHINGLES NOT SEALED

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

Action

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

Remarks

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

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



5.11

CONDITION

ASPHALT SHINGLE EDGES ARE CURLED OR CUPPED

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.12

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 Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.13

CONDITION

SHADING PATTERN IS *VISIBLE* ON AN ASPHALT SHINGLE ROOF

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

Action

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

Remarks

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.14

CONDITION

VARIATION IN COLOUR AFTER *REPAIRS*

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

Action

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

Remarks

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.15

CONDITION

UNEVEN ROOF SHEATHING CAUSING *VISIBLE* IRREGULARITIES IN THE ROOF SURFACE

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

Action

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

Remarks

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.16

CONDITION

ROOFING NAILS ARE EXPOSED

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

Action

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

Remarks

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.17

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.18

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.19

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.20

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.21

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*.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.22

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



5.23

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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



5.24

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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



5.25

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”.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 Ontario 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 an adequate 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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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*.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



6.5

CONDITION

PLUMBING PIPES ARE FROZEN AND/OR BURST

Acceptable Performance/Condition

Plumbing pipes shall be protected from freezing in accordance with the Ontario 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*.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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*.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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*.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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 Ontario Building Code.

Drainage pipes shall be installed in accordance with the Ontario 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

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 copper hot water supply 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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, to avoid any dispute about whether the damage was caused by the *builder*. Plumbing fixtures, appliances or trim fittings must be maintained in accordance with the manufacturer's instructions.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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, unless the *homeowner* is able to establish that the damage was caused by the *builder*.
- Damage resulting from *normal* wear and tear is excluded from the statutory warranty.

Action

Visible damage shall be *repaired*.

Remarks

Identify any damaged porcelain, enamel or fibreglass surfaces on the PDI Form to avoid any dispute about whether the damage was caused by the *builder*. Maintain porcelain, enamel or fibreglass surfaces in accordance with the manufacturer’s instructions.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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 Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

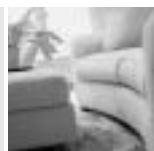
- Complete failure of sanitary drainage systems is considered to be an emergency.
- The *builder* shall effect *repairs* within 24 hours of receiving notice from the *homeowner*. If the *homeowner* cannot contact the *builder*, the *homeowner* must follow the “Emergency Situations” rules in the *Homeowner 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.

Words in italics are defined in the “Terminology” section on pages 15-17.



7.1

CONDITION

FUSES BLOW OR CIRCUIT BREAKERS TRIP

Acceptable Performance/Condition

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



7.2

CONDITION

GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) TRIPS FREQUENTLY

Acceptable Performance/Condition

GFCIs shall be installed in accordance with the Ontario Electrical 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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 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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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*.

Remarks

None.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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 Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



8.2

CONDITION

AIR INFILTRATION THROUGH WINDOWS AND DOORS

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

Action

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

Remarks

Doors and windows must be properly closed to ensure positive contact with weatherstripping. Doors and windows are manufactured to meet specifications for weathertightness and are designed to withstand reasonable wind loads. Minor air infiltration may occur during very windy conditions.
Weatherstripping becomes worn with use and should be inspected and replaced by the *homeowner* on a regular basis.
Interior air movement caused by convection should not be confused with actual air leakage through the window and doors.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



8.3

CONDITION

KITCHEN OR BATH FANS ALLOW COLD AIR INFILTRATION OR DRAFTS

Acceptable Performance/Condition

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

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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

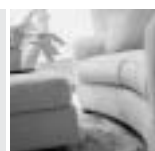
Adequate ventilation equipment shall be installed in accordance with the Ontario Building Code.

Remarks

Attic spaces shall be ventilated in accordance with the Ontario Building Code. Condensation in attics may indicate either a lack of ventilation through the attic or a source of moisture within the attic space.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



8.5

CONDITION

CONDENSATION AND/OR FROST ON WINDOWS

Acceptable Performance/Condition

Condensation may occur on interior window surfaces.

Warranty

None.

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

Action

None.

Remarks

Condensation occurs when water vapour in indoor air contacts cool surfaces such as window glass. Condensation on interior window surfaces is common during cold seasons. When outdoor temperatures are well below freezing, ice may form at the bottom of the window.

Since it is important for *homeowners* to maintain proper humidity levels within the *home* to prevent damage to other components such as hardwood flooring and for physical health, some condensation on windows may be expected. Indoor humidity levels may be controlled by dehumidification, ventilation or air conditioning.

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

Running the furnace fan continuously can also help to control condensation on windows.

See Appendix A3 “Moisture and Windows”.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



8.7

CONDITION

INSUFFICIENT INSULATION

Acceptable Performance/Condition

Insulation shall be installed in accordance with the Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



8.8

CONDITION

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

Acceptable Performance/Condition

HVAC appliances shall be installed to meet the manufacturer’s specifications and the Ontario 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.

Duct tape is not generally required.

For equipment performance requirements see sections 8.9 “Inadequate Heating” and 8.10 “Inadequate Cooling”.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

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 after the heating system has been running continuously for at least 20 minutes.

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 the cooling system is not capable of achieving the acceptable performance, *repairs* shall be made.

Remarks

Sustained high outdoor temperatures exert large loads on cooling equipment; indoor temperatures will rise until outdoor temperatures return to design levels. Skylights and large window areas can allow sunlight and heat to transfer easily into the *home*. 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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

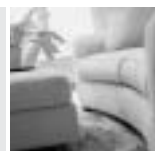
Ductwork not meeting the acceptable performance shall be *repaired*.

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”.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

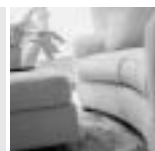
Ductwork not meeting the acceptable condition shall be *repaired*.

Remarks

None.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



9.1

CONDITION

CEILING IS UNEVEN

Acceptable Performance/Condition

Within a room or space, ceilings shall appear uniform when viewed from a *normal* viewing position under *normal* lighting conditions.

Where an isolated sag, bulge or area of waviness appears and is not a structural problem, the variation from the *specified plane* shall not exceed ± 12 mm.

Warranty

One-Year – Work and Materials

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

Action

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

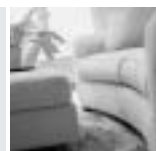
Remarks

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

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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

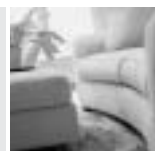
Cracks in excess of the acceptable condition shall be *repaired*.

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 Ontario 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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



9.7

CONDITION

TEXTURE OF PAINTED GYPSUM WALLBOARD VARIES

Acceptable Performance/Condition

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

Warranty

None.

Action

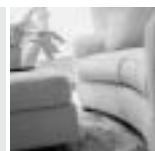
None.

Remarks

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

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

Action

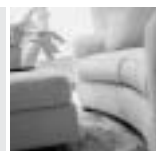
Where a *properly painted surface* is not achieved *repairs* shall be made.

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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

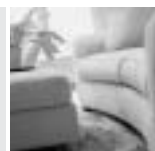
Surfaces not meeting acceptable condition shall be *repaired*.

Remarks

None.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

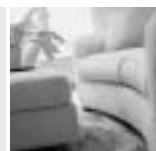
Wallcoverings not meeting the acceptable condition shall be *repaired*.

Remarks

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

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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

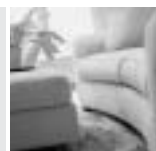
Doors not meeting the acceptable performance shall be *repaired*.

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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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

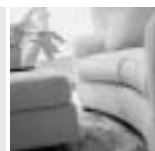
Doors and latches not meeting the acceptable performance shall be *repaired*.

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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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”.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



10.13

CONDITION

GAPS EXIST BETWEEN RAILING PARTS

Acceptable Performance/Condition

Railings 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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



10.14

CONDITION

STAIR RAILINGS LACK RIGIDITY

Acceptable Performance/Condition

Stair railings shall be securely constructed in accordance with the Ontario 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 Ontario 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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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

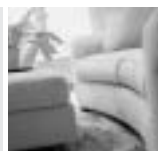
Joints not meeting the acceptable condition shall be *repaired*.

Remarks

None.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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

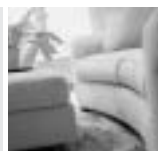
Painted finishes not meeting the acceptable condition shall be *repaired*.

Remarks

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

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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

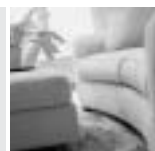
Where the wall finish is not installed, no action is required.

Remarks

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



11.6

CONDITION

LAMINATED COUNTERTOP 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 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*.

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



12.2

CONDITION

FLOOR IS UNEVEN

Acceptable Performance/Condition

Applied finished flooring shall be installed without *visible* ridges or depressions. Where *visible* ridges or depressions occur, the variation from the *specified plane* shall not exceed ± 6 mm.

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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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*.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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*.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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*.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 and Wood Floors” for more information.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



12.24

CONDITION

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

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

- Damage noted on the 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*.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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 and Wood Floors” for more information.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 and Wood Floors" for more information.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 Ontario 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*.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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*.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

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*.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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*.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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 Ontario Building Code.

Remarks

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

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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*.

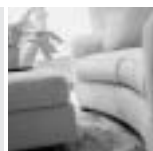
Remarks

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



14.3

CONDITION

NO REINFORCING IN GARAGE SLAB

Acceptable Performance/Condition

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

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 to Section 9.16 of the Ontario Building Code. Reinforcing of concrete slabs is not usually necessary unless abnormal design or construction conditions are encountered.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



14.6

CONDITION

WATER ACCUMULATES ON GARAGE FLOOR

Acceptable Performance/Condition

Provided garage floors are sloped to drain to the exterior, minor variations in the surface of the floor may impede immediate drainage and are acceptable.

Warranty

One-Year – Work and Materials

Action

Garage floors not meeting the acceptable condition shall be *repaired*.

Remarks

Closed overhead garage doors, stored materials and debris on the floor may impede drainage to the exterior.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



14.12

CONDITION

WATER PONDING IN SURFACE GRADING OF THE SITE

Acceptable Performance/Condition

The site shall be graded so that water does not accumulate at or near 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 gravelled 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

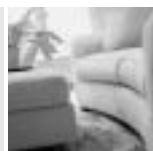
Site grading shall meet the acceptable condition by conforming to a municipally approved grading plan, or equivalent, where applicable. After the first year, the *homeowner* is responsible for maintaining the finished site grading to ensure ponding water does not adversely affect their premises.

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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



14.14

CONDITION

EXTERIOR DECK IS SPRINGY OR SHAKY

Acceptable Performance/Condition

Exterior decks shall be designed and installed in accordance with the Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



14.15

CONDITION

EXTERIOR DECK RAILING IS SHAKY

Acceptable Performance/Condition

Exterior deck guards shall be designed and installed in accordance with the Ontario 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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



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.

Words in italics are defined in the "Terminology" section on pages 15-17.

Notes



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.

Words in italics are defined in the “Terminology” section on pages 15-17.

Notes



A1 Sources

The following sources were consulted in the development of the Guidelines.

1. Ontario Building Code, Ontario Government Bookstore.
2. Canadian Building Digest, National Research Council Canada.
3. Building Technology Best Practice Guide, 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. Code and Construction Guide for Housing, Ontario New Home Warranty Program Policies, Ontario New Home Warranty Program.
8. Residential Air System Design Manual, Heating, Refrigerating and Air Conditioning Institute.
9. Architectural Specification Manual, Ontario Painting Contractors Association.
10. Problems, Causes, Cures, National Wood Flooring Association.
11. CAN/CSA-A82.1-M87 "Burned Clay Bricks", CAN/CSA-A371-94 "Masonry Construction for Buildings", Canadian Standards Association.
12. 2002 Specification Guide 09300 Tile Installation Manual, Terrazzo, Tile and Marble Association of Canada.

A2 Moisture and Wood Floors

This information is intended as a guide only.

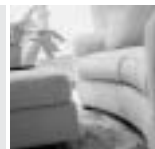
WOOD FLOORING HAS A COMFORT LEVEL, TOO

Wood flooring will perform best when the interior environment is controlled to stay within a relative humidity range of 30 to 50 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 wood will likely have 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 flooring is manufactured. Although some movement can be expected even between 6 and 9 per cent, wood can expand and shrink dramatically outside that range.

Table 1

MOISTURE CONTENT OF WOOD AT VARIOUS TEMPERATURES AND RELATIVE HUMIDITY READINGS																				
Temperature (Celsius)	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
-2	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
4	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
10	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
15	1.3	2.5	3.6	4.6	5.4	6.2	7.0	7.8	8.6	9.4	10.2	11.1	12.1	13.3	14.6	16.2	18.2	20.7	24.1	26.8
21	1.3	2.5	3.5	4.5	5.4	6.2	6.9	7.7	8.5	9.2	10.1	11.0	12.0	13.1	14.4	16.0	17.9	20.5	23.9	26.6
27	1.3	2.4	3.5	4.4	5.3	6.1	6.8	7.6	8.3	9.1	9.9	10.6	11.7	12.9	14.2	15.7	17.7	20.2	23.6	26.3
32	1.2	2.3	3.4	4.3	5.1	5.9	6.7	7.4	8.1	8.9	9.7	10.5	11.5	12.6	13.9	15.4	17.3	19.8	23.3	26.0
38	1.2	2.3	3.3	4.2	5.0	5.8	6.5	7.2	7.9	8.7	9.5	10.3	11.2	12.3	13.6	15.1	17.0	19.5	22.9	25.6
	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	98
	Relative Humidity (per cent)																			

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



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 Canada Mortgage and Housing Corporation’s (CMHC) pamphlet *Moisture and Air, Problems and Remedies*, available by request from CMHC or at their website www.cmhc-schl.gc.ca

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

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.

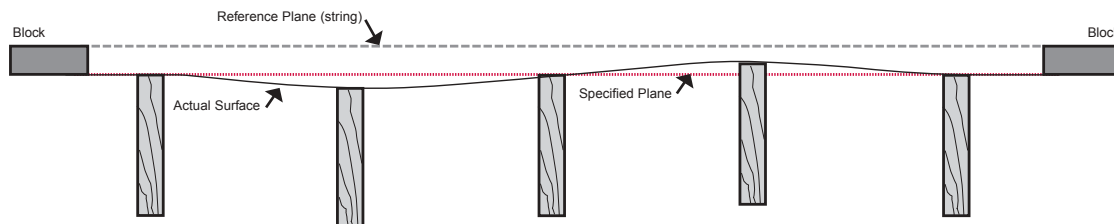


Figure 1. Measuring actual surface variation from a *specified plane* using a plane of reference.



A5 How to Conduct a Water Test

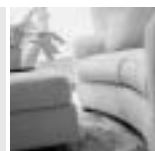
A water test shall be performed to confirm water leaks, both above and below grade. Above grade the intent is to simulate an average, wind-driven rainfall but should never be done using full pressure in a single-stream or pressure-altering device such as a pressure washer. This can force water through 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.

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.

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 A82.1-M87, “Burned Clay Bricks”.

Table 3

CLAY BRICK MAXIMUM PERMISSIBLE EXTENT ¹ OF CHIPPAGE FROM THE EDGES AND CORNERS OF THE FINISHED FACE OR FACES ONTO THE SURFACE						
Type (1)	Maximum percentage allowed ^{*§} (2)	Chippage in millimetres (inches) in from		Remaining percentage allowed ^{*§} (5)	Chippage in millimetres (inches) in from	
		Edge (3)	Corner (4)		Edge (6)	Corner (7)
FBS ² (Smooth) [†]	10% or less	6.35 – 7.94 (1/4 – 5/16)	9.53 – 12.7 (3/8 – 1/2)	90 – 100%	0 – 6.35 (0 – 1/4)	0 – 9.53 (0 – 3/8)
FBS ² (Rough) [‡]	15% or less	7.94 – 11.1 (5/16 – 7/16)	12.7 – 19.1 (1/2 – 3/4)	85 – 100%	0 – 7.94 (0 – 5/16)	0 – 12.7 (0 – 1/2)

* Percentage of exposed brick allowed in the wall with chips measured the listed dimensions in from an edge or corner.

† Smooth texture is the unbroken natural die finish.

‡ Rough texture is the finish produced when the face is sanded, combed, scratched, or scarified, or the die skin on the face is entirely broken by mechanical means such as wire cutting or wire brushing.

§ Of all the units that will be exposed in place, 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 second column from the left, ranges up to 10% for FBS (smooth), and up to 15% for FBS (rough). The rest of the units that will be exposed in place, as shown in the 5th column from the left, just conform to the maximum allowed chippage shown in the 6th and 7th columns from the left.

Example: The units to be placed into the wall should be inspected prior to being placed. The FBS (smooth) units will then conform to the requirements of this Table if not more that 10% of the units have edge chips greater than 6.35 mm (1/4") but less than 7.94 mm (5/16") and the remainder of the units, in this example 90% (100% - 10%), do not have edge chips greater than 6.35 mm (1/4") in from the edge or 9.53 mm (3/8") 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-A82.1-M87, s.7.3).
2. Type FBS brick is the most common type of brick used in residential construction. They are used in exposed exterior and interior masonry walls where wider colour ranges and greater variation in sizes are allowed (CAN/CSA-A82.1-M87, s.4.1.2). For other types of bricks, refer to CAN/CSA-A82.1-M87.

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Using a representative sample to determine the percentages of affected bricks in Table 3.

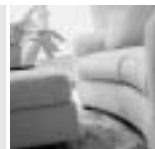
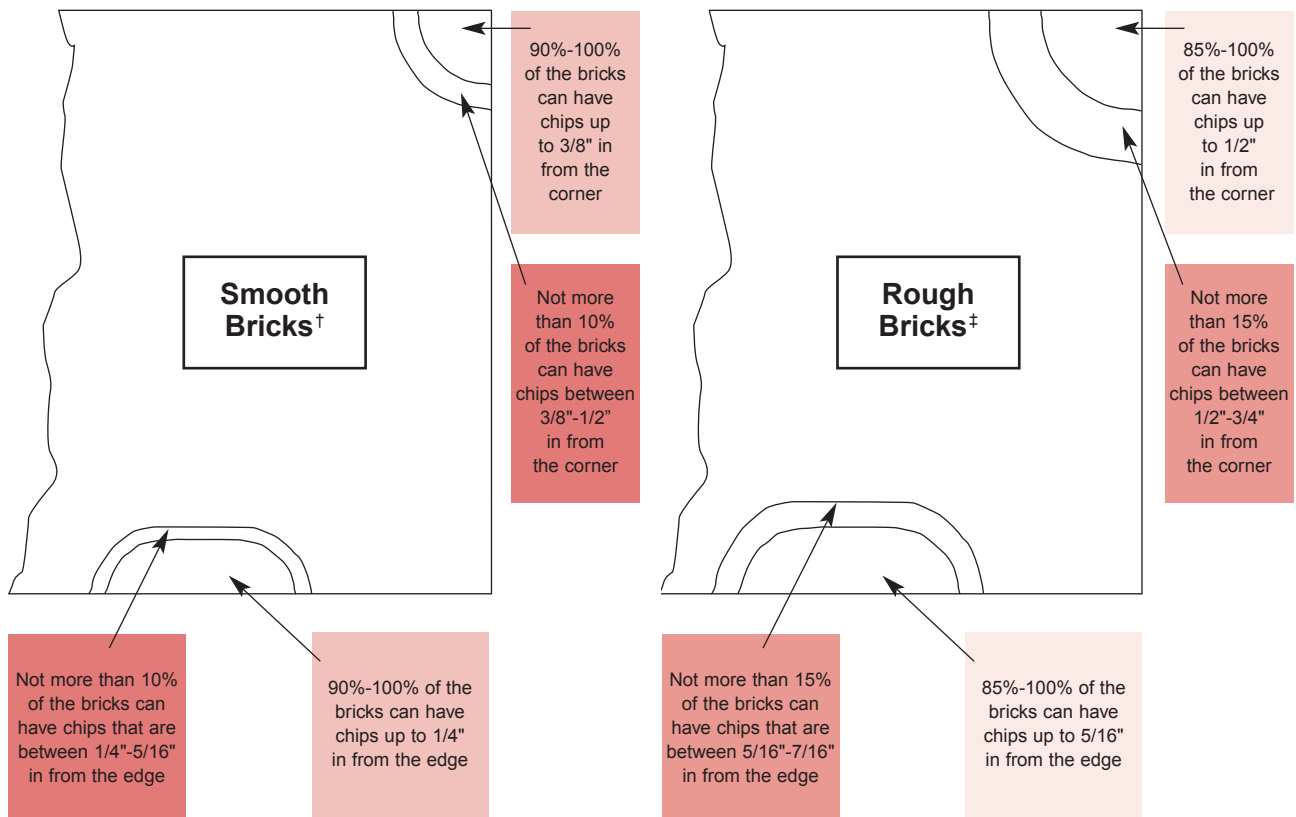
A representative sample may be used to determine the percentage of bricks (Columns (2) and (5) in Table 3) that have chips of specified sizes.

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 (5') 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 3.

Illustrating Brick Chippage

These illustrations are colour-coded to help describe the information in Table 3.



A7 Industry Agencies

The following residential building industry agencies contributed to the development of the *Guidelines*.

Technical Standard Sub-committee of the Ontario Home Builders' Association/Ontario New Home Warranty Program Liaison Committee

Canadian Carpet Institute	Ready Mixed Concrete Association of Ontario
Canadian Plywood Association	Residential Carpentry Contractors Association of Greater Toronto
Canadian Window and Door Manufacturers Association	Residential Construction Control Council of Central Ontario
Cement Association of Canada	Residential Framing Contractors Association of Metropolitan Toronto & Vicinity
Concrete Forming Association of Ontario	Residential Roofing Contractors Association of Greater Metropolitan Toronto
Heating, Refrigeration & Air Conditioning Institute	Residential Siding Contractors Association of Greater Metropolitan Toronto
Independent Plumbing & Heating Contractors' Association	Siding and Window Dealers Association of Canada
Low Rise Forming Association	Structural Board Association
Mechanical Contractors Association of Ontario	Terrazzo, Marble and Tile Association of Canada
National Wood Flooring Association	The Concrete Floor Contractors Association of Ontario
Ontario Concrete Block Association	
Ontario Masonry Contractor's Association	
Ontario Painting Contractors Association	





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