



# Homeowner

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## Information Package

FREEHOLD EDITION

**Please take a few minutes to read this booklet. It explains your rights and responsibilities under the *Ontario New Home Warranties Plan Act*, particularly what you need to do within the first 30 days after you get possession of your new home.**

## Introduction

### We want you to feel at home from the moment you open the door!

Every new home in Ontario comes with warranty coverage provided by your builder and guaranteed by the Ontario New Home Warranty Program (the “Warranty Program”), a private corporation that protects the statutory warranty rights of new home buyers under the *Ontario New Home Warranties Plan Act*.\*

Your home was designed to meet or surpass both the structural requirements and the health and safety standards of the Ontario Building Code. While we anticipate that you will have a trouble-free experience with your new home, we want you to know that it is not unusual for adjustments to be required. In the event that you do require warranty service, this booklet will explain the steps you need to take.

This booklet refers only to your warranty rights under the *Ontario New Home Warranties Plan Act* and outlines our statutory responsibilities as well as yours. It does not describe any additional builder-supplied warranties (not covered by the Warranty Program).

This booklet explains the specific opportunities you have to request service on warranty-related items (warranty service), and describes the minimum customer service standard we will follow to handle your requests.

We urge you to read this document carefully, particularly your responsibilities during the first 30 days of possession as described in the “One Year Warranty” section of this booklet.

Please do not hesitate to contact us if you have any questions about the material covered in this booklet.

### IMPORTANT –

When you need warranty service, you are responsible for completing all Warranty Service Forms and for submitting copies, to both your builder and the Warranty Program, by the deadlines indicated. Failure to submit your forms as described in this booklet will jeopardize your warranty rights under the *Ontario New Home Warranties Plan Act*.

### THIS BOOKLET CONTAINS IMPORTANT WARRANTY INFORMATION

Please read it thoroughly to ensure you get the full statutory warranty benefits you are entitled to.

***You should review this booklet again within the first 30 days after you take possession of your new home and at least 30 days prior to the first anniversary of your date of possession.***

If you are in doubt about your legal rights under the *Ontario New Home Warranties Plan Act*, you may wish to seek the advice of a lawyer.



\* This publication provides a general overview of the coverages and procedures set out in the *Ontario New Home Warranties Plan Act* and Regulations. If there is any conflict between this publication or the Act and Regulations, the latter prevails. The Warranty Program and your builder assume no liability for any omission or error in this publication. To view the full text of the Act and Regulations, you may wish to visit the Warranty Program Web site at [www.newhome.on.ca](http://www.newhome.on.ca)

# Before You Move In

## Your Pre-Delivery Inspection (PDI)

*Approximately one week prior to your date of possession, our representative will guide you (or your designate\*) through an inspection of your new home. At this time you will be asked to identify any damaged, incomplete or missing items, or anything which is not operating properly.*

During the Pre-Delivery Inspection (PDI), our representative will record the items that you find on a PDI Form to acknowledge that the conditions existed prior to you moving into the home. When this form is complete, you will be asked to review and sign it to confirm that the listed items are accurate.

We will also ask you or your designate to review and sign a Certificate of Completion and Possession and Warranty Certificate (CCP). The CCP lists your home's Warranty Program enrolment number as well as the date of possession (which is also the start date of your statutory warranty). We will give you a signed copy of the CCP for your records and we will forward a copy to the Warranty Program.

If you have not already done so, please complete and sign (or have your designate complete and sign) the form included in this package that confirms we provided you with a copy of this booklet prior to or during the PDI. Please give the form to our representative at the PDI.

### Why do a PDI?

The inspection will likely be your first opportunity to view your new home in its completed state. It is your best opportunity to learn from our representative how to operate your home's systems (such as ventilation, plumbing, heating or electrical). We suggest that you choose a different time to show your new home to family and friends.

Please ask as many questions as you like about the features and systems of your new home. That's why we're there. If you are unable to assess something because it has not been installed, completed or cleaned, please have this noted on the PDI Form as well.

### What kinds of things should I be looking for?

**You should identify any damaged, incomplete, or missing items, as well as anything that is not operating properly or cannot be assessed because it is obscured from view or inaccessible, and have these items noted on the PDI Form.**

You should be looking for things like chips in the porcelain or vanity tops, damage to floors or walls, and doors and windows that are not secure or do not open and close easily. You should check the exterior as well as the interior.

You should note on the PDI Form any "substitutions" of items referred to in, or to be selected under, your purchase agreement (Agreement of Purchase and Sale or construction contract). You may want to bring a copy of your purchase agreement with you to the PDI for reference.



\* If you intend to send a designate to conduct the PDI in your place, please ensure that you provide us with written authority from you as purchaser authorizing the designate to sign the PDI Form, the CCP and the Confirmation of Receipt of the *Homeowner Information Package* on your behalf. You can provide your written authority by completing and signing the "Appointment of Designate for Pre-Delivery Inspection" form provided with this booklet. (Check your purchase agreement to determine whether you are required to use this particular form.) However, you do not need to provide any written authority if you are attending with your designate and if you will be signing documents on your own behalf.

## What are substitutions?

If your purchase agreement or construction contract gave you the right to select certain items of construction or finishing, such as colours and styles, these usually cannot be substituted without your written consent. In addition, if your purchase agreement states that your new home will include a particular item (such as a certain model of appliance, or a particular brand of window), but does not give you the right to make a selection, these items can only be substituted with items of equal or greater quality.

Please contact us if you feel that an unauthorized substitution has occurred. If you are unsure about your rights regarding unauthorized substitutions, you may wish to seek the advice of a lawyer.

## What happens to the PDI Form?

Once the PDI Form has been completed and signed, our representative will give you a copy for your records. We will submit the original form to the Warranty Program within 15 days after possession and complete the necessary adjustments to the items covered by the warranty in a timely manner.

### **IMPORTANT –**

The PDI Form does not constitute a request for warranty service and items listed on this form are not subject to the Warranty Service Rules for handling service requests as described on page 7. The PDI Form is simply a formal record of your new home's condition before you moved in and will be used by the Warranty Program as a reference for future warranty service requests. If you find that any of the items listed on the form have not been corrected by the time you move in, you should include them on your 30-Day Form included with this booklet (see "Warranty Service Requests" on page 5).

## Your Other Pre-Move Protections

*The following broadly outlines the additional benefits and protections guaranteed to new homeowners under the Ontario New Home Warranties Plan Act. If you need more detail about any of these pre-move protections, you can call the Warranty Program at 1-800-668-0124 or visit their Web site at [www.newhome.on.ca](http://www.newhome.on.ca)*

### **Deposit Protection**

From the moment you paid your deposit, it was protected by the Warranty Program in the event that the sale is not completed through no fault of your own. If you have paid a deposit or instalment payment under a construction contract, your money is similarly protected by the Warranty Program in the event that we fail to substantially perform the contract.

For purchase agreements or construction contracts entered into on or after February 1, 2003, deposits or instalments are protected up to a maximum of \$40,000. For purchase agreements or construction contracts entered into before then, you are protected up to a maximum of \$20,000.

### **Delayed Closing: Compensation**

Should your closing be delayed beyond five days without proper written notice, or beyond 120 days for any reason, you may be entitled to compensation. If you submit a Delayed Closing Form together with all receipts, you may be able to claim up to \$100 per day in living expenses (such as temporary accommodation costs), plus other direct costs caused by the delay (such as extra moving and storage costs), up to a maximum of \$5,000.

## When and for how long can my builder delay closing?

The *Ontario New Home Warranties Plan Act* specifies that if a builder requires additional time for construction, we may extend your closing date, without paying compensation, under the following circumstances:

### 1. Major Delay (of more than 15 days)

If we notify you in writing at least 65 days prior to the original closing date in your purchase agreement, we can delay your closing up to a maximum of 120 days. As part of this notification, we must also set a new closing date which will be referred to as the “extended” closing date.

### 2. Minor Delay (of 15 days or less)

If we notify you in writing at least 35 days prior to the original or extended closing date in your purchase agreement, we are entitled to delay your closing up to 15 days. We must also set a new closing date at that time. However, if there has already been a major delay, the combined delay cannot exceed 120 days.

#### IMPORTANT –

If you sign an agreement to amend or change your closing date, this may affect your right to compensation and you may face fresh delays as described on this page.

A builder can delay possession of a new freehold home for up to five days without giving notice or compensation. Also, please note there is no compensation for delays caused by events beyond our control, such as strikes or floods, or delays which you cause.

## When can I claim compensation?

To be eligible for compensation, you must complete the purchase of your new home and then submit a Delayed Closing Form (along with all receipts) to both our office and to the Warranty Program within the first 30 days of possession or during the final 30 days of the first year of possession.

The form can be obtained by calling the Warranty Program at 1-800-668-0124 or by visiting their Web site at [www.newhome.on.ca](http://www.newhome.on.ca)



### Delayed Closing: Termination

If your closing date is delayed beyond a total of 120 days, you have the right to terminate the purchase agreement between day 121 and day 130. For example, if your original closing date is January 1, 2004, it can be extended until April 30, 2004. If the purchase is not completed by then, you would have from May 1 to May 10, 2004 to terminate the agreement.

If you don't terminate the agreement by day 130 (May 10 in the example), we are entitled to additional delays of up to 120 days total. If the further 120 days expire (on September 7, 2004 in the example) without the purchase being completed and we cannot mutually agree to a new closing date, under the terms of your purchase agreement the agreement may automatically terminate and, if so, we must return your deposit with interest.

If you are unsure about your rights regarding delayed closing, you may wish to seek the advice of a lawyer.

## After You Move In

### The One Year Warranty

Your home's one year warranty coverage begins on the date of possession and remains in effect even if the home is sold before the warranty expires. In addition to the warranties regarding delayed closing and substitutions, during the first year of possession we warrant that your home:

- is free from defects in work and materials;
- is fit to live in; and
- meets Ontario Building Code requirements.

#### IMPORTANT –

Only forms submitted on time will be accepted. They will be handled according to the timelines set out in the Warranty Service Rules described on page 7 of this booklet. To protect your warranty rights, you should obtain proof of your warranty service request submission to the Warranty Program (such as a fax confirmation sheet or registered mail receipt).

#### DON'T MISS OUT

We recommend that you fill out and submit\* the 30-Day Form on or about the 25th day after your date of possession. If you don't submit a 30-Day Form on time you will have to wait until the final 30 days of the first year of possession to make a warranty service request.

#### Warranty Service Requests

During the first year of possession of your home, you will have two opportunities to report warranty items covered by the *Ontario New Home Warranties Plan Act*<sup>†</sup>. It is essential that you use the standard forms (available from the Warranty Program) and submit\* them, when necessary, to both our office and to the Warranty Program.

It is also important that you follow the instructions on the forms to ensure that they are complete and are submitted on time.

#### The 30-Day Form (provided with this booklet)

After moving into your new home, you may notice that one or more of the items that you listed on the PDI Form have yet to be corrected to your

satisfaction. In addition, you may find other items within the first 30 days that were missed during your Pre-Delivery Inspection or have become apparent since taking possession.

At any time within the first 30 days after possession, you may submit a 30-Day Form listing outstanding PDI items and any new items discovered since you took possession of your home. Please note that you can only submit one 30-Day Form and copies must be sent to both our office and to the Warranty Program.



<sup>†</sup> The maximum you may claim from the Warranty Program in damages for breach of warranty is \$100,000. Lower limits may apply for certain kinds of claims.

\* Submit means submit by hand, courier, fax or, except during a general interruption of postal service, by regular or registered mail. In the case of regular mail, submission is effective on the postmark date and must be received by the Warranty Program on or before 5 days after the expiry of the time provided herein for the submission of the Warranty Service Form. In the case of registered mail, submission is effective on the date of mailing and will be deemed to be made on the postmark date as it appears on the envelope received by the Warranty Program, or, if the postmark date is missing or illegible, on the date shown on the registered mail receipt given to you by the Post Office. Submission by regular or registered mail is not effective during a general interruption of postal service (for example, a strike or lockout).

In the case of a fax, submission is effective on the business day it is sent to the Warranty Program, if sent before 12:00 midnight, and otherwise on the next business day. If sent by hand or courier, submission is effective on the business day it is received by the Warranty Program, if received before 5:00 p.m., and otherwise on the next business day.

## The Year-End Form

The 30-Day Form is intended to catch most warranty items and allow for timely repairs. However, it takes several months for the natural materials in a new home to dry and settle. After your new home has weathered an Ontario winter, new first year warranty items may emerge.

At any time within the last 30 days before the expiry of year one of your warranty, you may submit a Year-End Form to both our office and the Warranty Program listing any new or outstanding items. Only forms submitted on time will be accepted (see the footnote on page 5 for how to effectively “submit” your forms). The Year-End Form can be obtained by calling the Warranty Program at 1-800-668-0124 or by visiting their Web site at [www.newhome.on.ca](http://www.newhome.on.ca)

### When does year-end warranty service begin?

The start date of our responsibility to service the items covered by warranty depends on the method you use to submit your Year-End Form. If you submit your Year-End Form:

- By fax, courier or hand, the start date is the first anniversary of the date of possession;
- By regular or registered mail, the start date is the later of the day after the form is received by the Warranty Program or the first anniversary of your date of possession.

Our responsibility to service the items follows the timelines set out in the Warranty Service Rules (see page 7).

**IMPORTANT –**  
It is important that you list ALL outstanding items any time you submit a Warranty Service Form. If you submit more than one Year-End Form, the Warranty Program will only act on the last properly submitted form.

**CHECK IT OUT –** If you are in doubt as to whether an item is covered by the warranty, we suggest you consult the *Construction Performance Guidelines* published by the Warranty Program. The *Guidelines* describe many of the most commonly reported warranty service requests and indicate which are covered by the warranty and which are not. Visit [www.newhome.on.ca](http://www.newhome.on.ca) to search or browse the *Guidelines*.

## The Two Year Warranty

*Your home's two year warranty coverage begins on the date of possession and remains in effect even if the home is sold before the warranty expires. Your warranty provides coverage for the following for a period of two years from the date of possession:*

- *Water penetration through the basement or foundation walls;*
- *Defects in our materials or work (caulking, windows, doors, etc.) resulting in water penetration into the building envelope;*
- *Defects in our materials or work in the electrical, plumbing and heating delivery and distribution systems;*
- *Defects in our materials or work which result in the detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding);*
- *Major structural defects;*
- *Violations of the Ontario Building Code's health and safety provisions.*

During the first year of possession, you should report items in your home that are covered by the two year warranty to our office and the Warranty Program on either the 30-Day or the Year-End Form.

At any time during the second year of possession you may submit a Second-Year Form to both our office and the Warranty Program for any of the above noted two year warranty items. (The form can be obtained from the Warranty Program by calling 1-800-668-0124 or by visiting their Web site at [www.newhome.on.ca](http://www.newhome.on.ca)). Our responsibility to service these items begins on the day after the Warranty Program receives the form and follows the timelines set out in the Warranty Service Rules.

## How Are My Warranty Service Requests Handled During The First Two Years?

### The Warranty Service Rules

1. For all Warranty Service Forms you submit, except the Year-End Form, we have a maximum of 120 days after the date the Warranty Program receives your form to repair or otherwise correct items covered by the warranty. The Warranty Program will confirm the submission of your form.

For the Year-End Form, we have a maximum of 120 days from the start date described on page 6 (“When does year-end warranty service begin?”) to repair or otherwise correct items covered by the warranty. The Warranty Program will confirm the submission of your Year-End Form.

2. If for any reason we do not complete the repairs to your satisfaction by the end of the 120-day period, you have 30 days to contact the Warranty Program and request that they schedule an inspection.\* If you do not do so, all the items listed on your Warranty Service Form will be considered resolved and the matter closed. (Note that you may resubmit the item(s) at a later date if the warranty covering the item(s) is still in effect.)
3. We then have 30 days from the day you requested the inspection to complete the corrections to the remaining items described on the Warranty Service Form.
4. If the repairs are not completed by the end of those 30 days, the Warranty Program will conduct the scheduled inspection with both you (or your designate) and one of our representatives present, and will send out a report within 10 days. The report will outline which outstanding items we must resolve under the terms of the warranty, and we will have 30 days following the date of the report to do so.
5. The Warranty Program will contact you 30 days after the date of the report to confirm that we have corrected all the items listed in the report. If the items have not been corrected, the Warranty Program will work with you directly to settle the matter.

### IMPORTANT –

There are several specific situations – including emergencies – where the timelines set out in the Warranty Service Rules may not apply. A full list of these can be found beginning on page 9 of this booklet.

*You should allow our representatives and/or subcontractors (also known as “trades”) access to your home during regular business hours, at a mutually acceptable time arranged in advance, in order to complete the necessary work. Failure to do so will jeopardize your warranty rights.*

\* In some cases, such as claims for delayed closing, the Warranty Program may do a desk assessment (a review of documents) rather than an inspection of the home. The Warranty Program will charge a \$50 fee when you request an inspection or desk assessment. However the fee will be refunded to you, after the inspection or desk assessment is conducted, if the Warranty Program’s report contains any outstanding items that we must resolve under the terms of the warranty.



## Seven Year Major Structural Defect Coverage

Your home's seven year major structural defect (MSD) coverage begins on the date of possession and remains in effect even if the home is sold before the coverage expires. An MSD is defined in the Ontario New Home Warranties Plan Act as:

- Any defect in materials or work that results in the failure of a load-bearing part of the home's structure or materially and adversely affects its load-bearing function; or
- Any defect in materials or work that significantly and adversely affects the use of the building as a home.

During the first two years of possession, you should report MSD items to both our company and the Warranty Program on the 30-Day, Year-End or Second-Year Form, as applicable. If it is an emergency, please see page 9 for what to do in emergency situations.

**After your second year of possession, the Warranty Program, not the builder, is responsible for any new MSD warranty service requests.**

At any time after your second year of possession, but no later than the expiry of the seventh year of your warranty, you may report any MSD items directly to the Warranty Program using an MSD Form. The form can be obtained from the Warranty Program by calling 1-800-668-0124 or by visiting their Web site at [www.newhome.on.ca](http://www.newhome.on.ca)

During years three through seven, the Warranty Program will schedule and conduct an inspection, and issue a decision to you within 10 days of the date the Warranty Program received your MSD Form. If the item is found to be covered by the warranty, the Warranty Program will settle the claim directly with you.



**CHECK IT OUT** – If you are in doubt as to whether an item is covered by the seven year MSD coverage, we suggest you consult the *Construction Performance Guidelines* published by the Warranty Program. The *Guidelines* describe many of the most commonly reported warranty service requests and indicate which are covered by the warranty and which are not. Visit [www.newhome.on.ca](http://www.newhome.on.ca) to search or browse the *Guidelines*.

## Exceptions To The Warranty Service Rules

*There are circumstances that may affect our ability to make adjustments and/or corrections according to the timelines set out in the Warranty Service Rules. While these are rare, it is important that you understand what they are.*

### Exceptions In Case Of Emergency

Certain severe conditions constitute an emergency situation. An emergency is any warrantable deficiency **within the control of the builder** that, if not attended to immediately, would likely result in imminent and substantial damage to your home, or would likely represent an imminent and substantial risk to the health and safety of its occupants. Examples of emergency situations include:

1. Total loss of heat between September 15 and May 15;\* 2. Gas leak;\* 3. Total loss of electricity;\* 4. Total loss of water supply;\* 5. Total sewage stoppage;\* 6. Plumbing leakage that requires complete water shut-off; 7. Major collapse of any part of the home's exterior or interior structure; 8. Major water penetration on the interior walls or ceiling; 9. A large pool of standing water inside the home; or 10. Any situation where, in the opinion of the Warranty Program, the home is uninhabitable for health or safety reasons.

\* Emergency situations due to the failure of a municipality or utility to provide the service are not within our control.

### What To Do In An Emergency Situation

1. You should immediately call the emergency contact telephone number we provided when we gave you this booklet.
2. If you are unable to reach our office or if we do not correct the situation within 24 hours, you should contact the Warranty Program at 1-800-668-0124 for further assistance.
3. If you cannot reach us or the Warranty Program, and have no other option but to have the work completed, you or your contractors should correct the situation. However, only the emergency condition should be corrected and the problem should be documented with pictures, both before and after (if possible).
4. You should not repair consequential damage to builder-installed materials. If we are responsible for the emergency item, we will handle any such consequential damage within 30 days of your notice to us and the Warranty Program. If we fail to do so, the Warranty Program will work with you directly to settle the matter.
5. In the circumstances set out in part 3 above, to recover your costs you will need to submit an Emergency Form (available from the Warranty Program at 1-800-668-0124 or [www.newhome.on.ca](http://www.newhome.on.ca)) as soon as possible after completing the repair. On the form, you must describe the problem in detail as well as the repair methods used by your contractor. Send the Emergency Form, along with all receipts and invoices received for work and materials, to the Warranty Program. Please also send a copy of the Form and related receipts/invoices to our office.

*Apart from taking steps to protect your property or safety, you should not undertake any repair work without giving us 24 hours to assess the problem and take corrective measures. You will not automatically receive reimbursement for emergency repairs and, in addition, completing the work without our assessment may jeopardize your warranty coverage.*

## Seasonal Warranty Items

*Seasonal warranty items involve service requests regarding the exterior of your home which cannot be repaired effectively within the timelines set out in the Warranty Service Rules due to regular seasonal conditions and/or severe sustained weather. The period from May 1 to November 15 is generally considered to have suitable weather conditions for making such repairs. These items include:*

- Exterior painting;
- Exterior cement/concrete work (including parging application/repair);
- Exterior mortar work (including brick installation/repair);
- Exterior stucco work/repairs (including repairs to exterior insulation finishing systems [EIFS]);
- Exterior caulking;
- In-ground support for decks; and
- Any other exterior work deemed appropriate by the Warranty Program (but not including air conditioning, grading, sod, driveways and walkways which are covered separately below).

Seasonal warranty items should be reported on your 30-Day, Year-End or Second-Year Form, as appropriate. They will be dealt with according to the timelines set out in the Warranty Service Rules (see page 7), subject to suitable weather conditions as described above. If we cannot correct a seasonal warranty item within the required timelines due to unsuitable weather conditions, we must complete the repairs as soon as possible after suitable weather conditions return and in any event between the following April 30 and September 1.

If for any reason we do not complete the repairs to your satisfaction, you have 30 days (until October 1) to contact the Warranty Program and request their assistance. If you do not do so, the seasonal warranty items listed on your Warranty Service Form will be considered resolved and the matter will be closed. (Note that you may resubmit the item at a later date if the warranty covering the item is still in effect.)

## Special Seasonal Warranty Items

*The completion of your new home's final grading, landscaping (laying sod, etc.) and the installation of driveways, patios and walkways are considered special seasonal warranty items.*

### **What if I report a special seasonal warranty item on my 30-Day Form?**

We have one year from the date of possession to complete any warrantable special seasonal items reported on your 30-Day Form. If you notice one of these items during your PDI, we ask that you include it on your 30-Day Form as well.

If the item is determined to be warrantable and is not corrected by the first anniversary of possession, you should contact the Warranty Program directly to request an assessment.

### **What if I report a special seasonal warranty item on my Year-End Form?**

If a warrantable special seasonal item is reported on your Year-End Form, and the item remains outstanding after the first anniversary of possession, the Warranty Program will assess your request. If the item is determined to be warrantable the Warranty Program will work with you directly to settle the matter.

## Air Conditioning

*Problems with your builder-supplied air conditioner are covered by the one year warranty. A complete loss of cooling due to the failure of a builder-supplied air conditioner between May 15 and September 15 (during the first year of possession) is considered undue hardship and can be dealt with outside the timelines set out in the Warranty Service Rules.*

You should report an air conditioning issue on either your 30-Day or Year-End Form. It will be dealt with according to the timelines set out in the Warranty Service Rules (see page 7).

However, if your air conditioning is not working between May 15 and September 15, please contact our office and the Warranty Program and we will arrange an assessment. If the condition is assessed to be covered by the one year warranty, we will arrange repair or complete the installation within 30 days of your initial request. If your air conditioning has not been restored within 30 days of contacting us, you should contact the Warranty Program directly at 1-800-668-0124 for further assistance.

## Extraordinary Situations

*The final exception to the timelines set out in the Warranty Service Rules is in the case of an extraordinary situation. An extraordinary situation exists when it is not possible for a builder to complete a repair for reasons not related to seasonality.*

There are two types of extraordinary situations that could cause us to seek an extension of the timelines set out in the Warranty Service Rules:

1. An industry or regional event that affects a segment of the construction industry or region of the province (such as labour, trade or materials shortages, strikes or other labour disputes, and severe weather or other acts of nature); or
2. Special circumstances affecting a particular builder or home, such as the special order of a part that will take more time to arrive than the Warranty Service Rules allow.

If we apply to the Warranty Program for this type of extension on any of your outstanding items, we will notify you in writing. If the extension is granted, the Warranty Program will set a new timeline and confirm it with you.

Contact us or call the Warranty Program directly at 1-800-668-0124 if you require a more detailed account of the process for resolving items affected by extraordinary situations.

## What's Not Covered By The Warranty?

We are happy to repair or otherwise correct any item in your new home that is covered by the statutory warranties described in this booklet. However, there are conditions and/or circumstances under which we cannot be held responsible for a damaged or defective item.

In order to avoid misunderstandings or miscommunication, please review the following conditions under which items are not covered by the warranty:

1. Damage resulting from improper maintenance, such as dampness or condensation caused by the homeowner's failure to maintain proper ventilation levels or improper operation of a humidifier, hot tub or any other moisture-producing device.
2. Alterations, deletions or additions made by the homeowner (such as changes to the direction of the downspouts, grading or slope away from the house).
3. Defects in materials, design and work supplied or installed by the homeowner/purchaser.
4. Secondary damage caused by defects under warranty. While the defects themselves are covered, the personal or property damage they cause is not. Often, your homeowners' insurance covers secondary damage.
5. Normal wear and tear, such as scuffs and scratches to floor and wall surfaces caused by homeowners moving, decorating, and/or day-to-day use of the home.
6. Normal shrinkage of materials that dry out after construction (such as nail "pops" or minor concrete cracking).
7. Settling soil around the house or along utility lines.
8. Damage from floods, "acts of God", wars, riots, or vandalism.
9. Damage from insects or rodents, unless the result of construction that does not meet the Ontario Building Code.
10. Damage caused by municipal services or other utilities.
11. Surface defects in work and materials noted and accepted in writing by the homeowner at the time of possession.
12. Damage caused by the homeowner or visitors.
13. Contractual warranties which lie outside the *Ontario New Home Warranties Plan Act*. You may have recourse for these warranties under your purchase agreement or construction contract.



**CHECK IT OUT** – If you are in doubt as to whether an item is covered by the statutory warranty, we suggest you consult the *Construction Performance Guidelines* published by the Warranty Program. The *Guidelines* describe many of the most commonly reported service requests and indicate which are covered by the warranty and which are not. Visit [www.newhome.on.ca](http://www.newhome.on.ca) to search or browse the *Guidelines*.

## Maintaining Your New Home

*No one needs to tell you that home ownership is a big responsibility, one that demands a significant investment both financially and in time and effort spent keeping your home in top shape.*

Today's advanced building products have eliminated much of the time-consuming and often tedious work involved in home maintenance, and, although your new home contains many of these leading-edge materials, no home is maintenance-free.

Energy-efficient homes are built tightly to seal out the cold weather in winter and seal in the air conditioning in summer. Because of this it is possible that a new home can be severely damaged by lack of ventilation or excess moisture.

### What causes moisture damage?

Your home can be damaged when weather-related water is allowed to enter and remain in the structure. Water from leaking pipes or fixtures that is not immediately cleaned up, and indoor humidity levels that are not properly controlled, can have serious consequences.

Sometimes this damage is easily seen; at other times the damage is hidden inside wall and roof spaces. Regardless of where it occurs, moisture damage can lead to serious problems, such as rot and structural failure.

**IMPORTANT –**  
Moisture damage to your home caused by the improper or inadequate use of your home ventilation system, or other kinds of preventative maintenance, is not covered by the new home warranty.

### How can I control moisture?

The Warranty Program recommends that all new homeowners always use their home ventilation system to control moisture. In a typical home, up to 20 litres of water can be added to the indoor environment per day. That's 7,300 litres in a year, enough to fill a medium-sized swimming pool.

Bathroom fans, kitchen range hoods and packaged ventilators such as heat-recovery ventilators are specifically installed in your home to help you control moisture and contaminants. Regular use of your home ventilation system will exhaust excess airborne moisture caused by bathing, showering, doing laundry and cooking.

### What else can I do to control moisture?

Here are some extra tips you can follow to help prevent moisture damage to your home.

#### Outside the home

1. Keep flowerbeds or landscaping at least six inches or 150 mm away from the top of the foundation. Placing soil near or above the top of the foundation allows moisture to come into direct contact with the structure of the building.
2. Clear eavestroughs of debris regularly and extend downspouts so that water is directed away from the building. Water flow can erode the ground near the foundation and create depressions where water collects. Standing water near the foundation can force its way into the basement.
3. Fix the caulking around windows and doors and on the roof if it becomes cracked or separated.
4. Have your roof inspected regularly to ensure shingles, flashing and chimney caps are in place and sealed properly.

### Inside the home

1. In the winter, keep the relative humidity in your home in the range of 30-45%. Lower humidity levels may affect your health and cause things made of wood to shrink. Excess humidity can cause condensation on windows and damage the surrounding wall. When using a humidifier, follow the manufacturer's instructions.
2. In the summer, dehumidify the basement to avoid condensation buildup on the cool foundation walls. Relative humidity levels should not exceed 60%.
3. Repair leaky pipes and fixtures immediately. Clean and completely dry any areas that are dampened or wet within 48 hours.
4. Store organic materials such as newspapers and clothes away from cool, damp areas. Keep storage areas tidy so that air circulates freely.
5. Purchase a "hygrometer" to monitor the relative humidity in your home.
6. If you are adding a hot tub to your home, or have a large collection of plants, consider the amount of moisture they will add to your indoor air and ventilate accordingly.
7. Never vent your clothes dryer inside your home. If you have a gas- or propane-fired dryer you may also be venting carbon monoxide inside your home!
8. Investigate and identify any musty smells and odours. They are often an indicator that there is a hidden moisture problem.



As an additional service to our new homeowners, we have included a **Home Maintenance Checklist** in this booklet (see page 15) to guide you through your annual maintenance routine. The checklist provides a monthly breakdown of items for inspection, and is intended to help you set up a regular schedule of checkups and cleanups.

## Enjoy Your New Home!

We look forward to a lasting and mutually satisfactory relationship with you. In providing you with this information booklet, our goal is to keep the lines of communication open between us. Please feel free to contact us at any time if you have any questions regarding the information contained in this booklet.

*Welcome home!*

## Home Maintenance Checklist

### SPRING

#### March

- Clean furnace filter and Heat Recovery Ventilator (HRV) – if applicable
- Check attic
- Check sump pump (if installed)
- Clean humidifier
- Remove snow and ice from roof overhang/vents
- Check and reset ground fault circuit interrupter (GFCI)
- Test smoke alarms and carbon monoxide detectors

#### April

- Check eavestroughs and downspouts
- Clean furnace filter and HRV
- Clean humidifier
- Inspect basement or crawl spaces
- Check roof for loose or cracked shingles
- Check driveways and walks for frost damage
- Check water heater for leaks, etc.
- Plan landscaping to avoid soil settlement and water ponding
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

#### May

- Check caulking for air and water leaks
- Lubricate weatherstripping
- Check exterior finishes
- Check windows and screens
- Check septic system (if installed)
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

### SUMMER

#### June

- Inspect air conditioning
- Check roof
- Check sheds and garages
- Check sealing around doors and windows
- Check septic system and clean if necessary
- Check water heater for leaks, etc.
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

#### July

- Air out damp basements on dry, sunny days
- Clean air conditioner filter
- Test exhaust fans
- Check water heater for leaks, etc.
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

#### August

- Clean air conditioner filter
- Air out damp basements on dry, sunny days
- Inspect driveways and walks
- Inspect doors and locks
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors



**FALL**

**September**

- Check exterior finishes
- Check garage door tracks and lubricate bearings
- Check caulking for air and water leaks
- Check fireplace and chimney
- Check basement or crawl spaces
- Have humidifier, furnace and HRV serviced
- Check clothes dryer vent
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

**October**

- Check windows and screens
- Drain exterior water lines
- Check roof including shingles, flashing and vents
- Check weatherstripping and lubricate
- Check sealing around doors and windows
- Check septic system
- Winterize landscaping and remove leaves
- Clean furnace filter and HRV
- Check water heater for leaks, etc.
- Shut off exterior water supply
- Check eavestroughs and downspouts
- Clean humidifier
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

**November**

- Check attic
- Inspect floor drains to ensure trap is filled with water
- Clean furnace filter and HRV
- Check for condensation and humidity
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

**WINTER**

**December**

- Check air ducts
- Check for excessive snow on roof
- Clean furnace filter and HRV
- Clean humidifier
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

**January**

- Clean furnace filter and HRV
- Check furnace fan belt
- Check water heater for leaks, etc.
- Test exhaust fans
- Clean humidifier
- Remove snow and ice from roof overhang/vents
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

**February**

- Clean furnace filter and HRV
- Remove snow and ice from roof overhang/vents
- Check and reset GFCI

**Notes**

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Please keep this *Homeowner Information Package* in a safe place along with copies of your Certificate of Completion and Possession (CCP) and your purchase agreement (and its attachments) or construction contract. If you sell your home within seven years of the date of possession, please give this booklet to the new owners. Coverage under the *Ontario New Home Warranties Plan Act* remains in effect even if the home is sold.

The *Homeowner Information Package* will be updated periodically. Visit the Warranty Program Web site at [www.newhome.on.ca](http://www.newhome.on.ca) to read the latest version.