

# Attention Purchaser

*The following changes to the contents of this Homeowner Information Package apply to condominium units with an occupancy date on or after May 1, 2004.*

## **1. Delayed Occupancy Compensation**

### **Page 4 – When can I claim compensation?**

The text on page 4 in the section “When can I claim compensation?” is replaced with the following:

Once you take occupancy of your unit, you may be able to claim up to \$100 per day in living expenses, plus all direct costs caused by the delay (for example, extra moving and storage costs) up to a maximum of \$5,000. In order to be compensated, you must take occupancy and then submit a Delayed Occupancy Form (along with copies of all receipts) to both our office and the Warranty Program, at any time during the first year of possession.

In addition, the Warranty Service Rules described on page 7 do not apply to Delayed Occupancy claims. The service rules that do apply are described in the Delayed Occupancy Form package which 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)

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

## **2. Submission of a Warranty Service Request by Fax**

### **Page 5 – Footnote**

Faxed submissions of Warranty Service forms will be deemed to be received on the day they are sent, regardless of whether that is a business day or not.

*Over...*

### 3. Special Seasonal Warranty Items

#### Page 10

The text in this section is replaced with the following:

*The completion of your home's final grading, landscaping (laying sod, etc.) and the installation of driveways, patios and walkways are considered special seasonal warranty items and are not subject to the Warranty Service Rules. In high-rise and low-rise condominium projects, these items are more likely to affect the common elements warranty and will be handled by the condominium corporation's Board of Directors.*

We have 270 days of "seasonable weather" from your home's date of possession to complete any special seasonal warranty items reported on your 30-Day or Year-End Form (unless a longer period within the time limits permitted under applicable municipal agreements was negotiated between us).

Seasonable weather for this type of work is the period from May 1 to November 15 of any given year. For example, if your home's date of possession is June 30, 2004, we have until September 9, 2005 to complete the necessary work.

The seasonable weather days in this example are calculated as follows:

	NUMBER OF SEASONABLE WEATHER DAYS
July 1, 2004 to November 15, 2004	138
November 16, 2004 to April 30, 2005	0
May 1, 2005 to September 9, 2005	132
<b>TOTAL</b>	<b>270</b>

If for any reason we do not complete the required work to your satisfaction within this 270 day period, you have 30 days (which in the example above would be from September 10, 2005 to October 10, 2005) to contact the Warranty Program and request their assistance.

If the item is determined to be warrantable, the Warranty Program will work with you directly to settle the matter. If you do not contact the Warranty Program within this 30-day period, the special seasonal warranty items listed on your 30-Day or Year-End Form will be considered resolved and the matter closed. Please note that the Warranty Program cannot complete the settlement until you have title to your unit.