Construction Performance Guidelines
For Freehold Homes and Condominium Units

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ACKNOWLEDGEMENTS

The following agencies were consulted and/or provided feedback during the research and/or review of the topics covered in this document.

Industry Agencies:

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

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

PURPOSE OF THIS DOCUMENT

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

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

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

BACKGROUND

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

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

THIRD EDITION REVIEW

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

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

At the end of 2010, the Committee completed the review of all suggestions and proposed revisions to the Guidelines. A public consultation phase followed: December 2010 to January 2011, where the public and industry organizations/agencies were invited to review and comment. The proposed revisions were published on Tarion’s website and all comments received were considered in the final Guidelines.
During the review process, the Committee deliberated on all submissions from the various stakeholders. Tarion welcomes suggestions for future versions of this document.

Please refer to “COMMENTS WELCOME” on page 22 to make a submission for future consideration.
SCOPE OF GUIDELINES

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

Interpretation:
The Guidelines should be interpreted with common sense. They deal only with the most frequent and typical items of concern to homeowners. The Guidelines describe the minimum acceptable performance or condition that homeowners should expect and builders must meet to satisfy the requirements of the warranties described in the Ontario New Home Warranties Plan Act (“the Act”).

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

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

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

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

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

The Guidelines are designed to be supplemented by any applicable documentation or standards produced by industry associations. They do not replace manufacturer
warranties. Issues related to extended warranties must be resolved directly with the manufacturer or distributor.

**SCOPE OF WARRANTY RESPONSIBILITIES**

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

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

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

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

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

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.

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 page 19. Throughout this document the term builder will be used to refer to builders and vendors.

**STATUTORY WARRANTY COVERAGE**

Warranty coverage is set out in the *Act* and takes effect from the date a homeowner takes possession of a new home from the builder (the “date of possession”). It remains in effect even if the home is sold or otherwise transferred before the end of the warranty period.

There are three types of statutory warranty protection or coverages, including:
The One-Year Warranty
A builder warrants that, for one year from the date of possession, the home:

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

Builders should provide homeowners with all warranties provided by manufacturers, suppliers and subcontractors that may extend beyond the first year. Homeowners must make claims on these extended warranties directly to the manufacturer or distributor.

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

The Two-Year Warranty
A builder warrants that, for two years from the date of possession, the home is free from:

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

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

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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 page 19.
CONDITIONS NOT COVERED UNDER WARRANTY

It is important for homeowners to note what is not covered by the statutory warranty. The Act sets out the following exclusions from warranty coverage:

- Defects in materials, design and work supplied by the homeowner;
- Secondary damage caused by defects under warranty, such as property damage and personal injury;
- Normal wear and tear;
- Normal shrinkage of materials caused by drying after construction;
- Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation or proper operation of moisture-producing devices such as humidifiers;
- Damage caused by the homeowner or visitors;
- Alterations, deletions or additions made by the homeowner;
- Settling of land around the building or along utility lines, other than beneath the footings of the building;
- Damage resulting from acts of God;
- Contractual warranties which lie outside the Ontario New Home Warranties Plan Act;
- Damage caused by insects or rodents, except where construction does not meet specifications of the Ontario Building Code;
- Damage caused by municipal services or other utilities;
- Surface defects in work and materials specified and accepted in writing by the homeowner at the date of possession.

Warranty is also not applicable to:

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

If there is any conflict between this publication and the Act or Regulations, the latter prevail. Tarion assumes no liability for any error or omission in this publication.
INCOMPLETE, MISSING OR DAMAGED ITEMS
At Pre-Delivery Inspection (PDI)

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

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

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

Listing an incomplete, missing, damaged or non-operational item on the CCP or the PDI Form will provide a formal record of the existence of the condition before the homeowner took possession. Without this record it may be impossible for Tarion to determine whether the item is covered under warranty if a dispute arises as it may not be clear who caused the damage or malfunction in question or whether an item was missing before the date of possession.

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

For more information on the PDI and the Warranty Service Rules, homeowners should refer to the Homeowner Information Package.
HOW TO USE THIS DOCUMENT

The *Construction Performance Guidelines* are divided into articles based on construction sequence. The information is organized according to types of conditions, and in each case, the following is described:

Condition: A brief description of the identified situation.

What is acceptable: The acceptable performance standard of the condition.

Which warranty applies: The statutory warranty that applies and any exclusions.

Required action: A description of the action that the builder or homeowner must take to rectify the identified condition.

Remarks: Information to help users understand and solve the problem.

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

MEASUREMENTS

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

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

Building Envelope
The wall and roof assemblies that contain the building space, and include all those elements of the assembly that contribute to the separation of the outdoor and indoor environments so that the indoor environment can be controlled within acceptable limits.

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

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

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

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

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

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

Exterior Cladding
All exterior wall coverings, including siding and above-grade masonry (for example, concrete, bricks, or stone) as required and detailed in the relevant sections of the Building Code under which the Building Permit was issued.
Home
Includes self-contained one-family dwellings, whether attached or detached; buildings consisting of two or less self-contained one-family dwellings under common ownership; or a condominium dwelling unit, including the common elements. Also includes any structure used in conjunction with the home, but does not include a building built and sold for temporary occupancy or for seasonal purposes.

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

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

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

Normal
Typical, usual, ordinary or reasonably expected.

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

Properly painted surface
Uniform in appearance, colour and sheen, free of foreign material, lumps, skins, runs, sags, insufficient coverage, drips, spatter, spills and over spray.
Repair
Activity to be undertaken by the builder as referred to under Action for conditions included in the Construction Performance Guidelines. The method of repair may involve restoration, alteration, or partial or full replacement of materials or equipment. The builder must choose a repair method that will satisfy the acceptable performance/condition specified in the applicable guideline.

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

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

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

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

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

Tarion encourages readers to submit comments regarding their experiences with the Guidelines. For submission details, please visit the Tarion website at Tarion.com. All information will be used to improve future versions of this document.
1. FOUNDATION/BASEMENT
1.1

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

Acceptable Performance/Condition
Efflorescence can occur on concrete and masonry foundation surfaces.

Warranty
None.

Action
The builder is not required to take any action.

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

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

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.2

CONDITION
INTERIOR CONCRETE SURFACES ARE POWDERY

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

Warranty
One-Year - Work and Materials
• Surface deterioration due to owner-applied substances is excluded from the statutory warranty.

Action
Where powdering occurs exposing the aggregate the concrete surface shall be repaired to provide a hardened surface.

Remarks
Some dusting of the concrete surface may normally occur; however, where the aggregate becomes exposed the condition is considered excessive. The colour and texture of a repaired area may not match the surrounding concrete.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.3

CONDITION
CONCRETE SURFACE IS FLAKING OFF OR “SCALING”

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

Warranty
One-Year. Work and Materials
• Surface deterioration due to owner-applied substances, improper maintenance, or normal wear and tear is excluded from the statutory warranty.

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

Remarks
Scaling of exterior concrete surfaces including concrete porches, walkways, garage floor slabs, steps (including precast), etc, most often results from salts and de-icers being applied to the concrete surface, e.g. either intentionally for ice melting or unintentionally from road slush deposits.

Cleaning salt deposits off concrete surfaces is normal home maintenance. Where repairs are necessary, colour and/or texture may not match the surrounding concrete.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.4

CONDITION
CONCRETE BASEMENT FLOOR IS CRACKED

Acceptable Performance/Condition
Cracks resulting from normal shrinkage are acceptable; however, cracks in excess of 4 mm in width are not acceptable.

Warranty
One-Year - Work and Materials
- Cracks resulting from normal shrinkage of materials caused by drying after construction are excluded from the statutory warranty.

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

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

See also
14.2 CONCRETE GARAGE FLOOR IS CRACKED.

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

Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.5

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

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

**Warranty**
One-Year - Work and Materials

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

**Remarks**
None.

**See also**
n/a

**Notes**
Words in italics are defined in the “**TERMINOLOGY**” section on page 19.
1.6

CONDITION
NO REINFORCEMENT IN BASEMENT CONCRETE SLAB

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

Warranty
One-Year - Work and Materials
Seven-Year - Major Structural Defect

Action
Where a structural slab is not reinforced as required by the design, repairs shall be made; otherwise no action is required.

Remarks
Concrete slabs in basements shall conform to the Building Code. Reinforcing of concrete slabs is not usually necessary unless unusual design or construction conditions are encountered.

See also
14.3 NO REINFORCEMENT IN GARAGE SLAB.

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.7

CONDITION
CONCRETE BLOCK FOUNDATION WALL IS CRACKED

Acceptable Performance/Condition
Cracks resulting from normal shrinkage are acceptable; cracks in excess of 2 mm in width are not acceptable.

Warranty
One-Year - Work and Materials
• Cracks resulting from normal shrinkage of materials caused by drying after construction are excluded from the statutory warranty.

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

Remarks
Where crack width exceeds the acceptable condition, or where lateral or vertical movement is evident, further investigation may be required. The colour and texture of a repaired area may not match the surrounding concrete.

See also
1.10 CAST-IN-PLACE CONCRETE FOUNDATION WALL IS CRACKED
1.13 FOUNDATION WALL LEAKS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.8

CONDITION
PARGING (NOT BRUSH COATING) IS FALLING OFF ABOVE GRAD

Acceptable Performance/Condition
Hairline cracks are *normal* in parged surfaces; parging that is separating from the concrete block base is not acceptable.

Warranty
One-Year - Work and Materials
- Cracks resulting from *normal* shrinkage of materials due to *normal* drying after construction are not covered by the statutory warranty.

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

Remarks
The Building Code only requires parging (a cement-based layer) on concrete block foundation walls below grade. Brush coating, however, is only a cosmetic application over poured concrete foundation walls and is covered by item 1.15 “Brush coating on above grade poured concrete foundation wall is falling off”.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.9

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

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

**Warranty**
One-Year – Work and Materials

**Action**
Walls with holes exceeding the acceptable condition shall be repaired.

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

See item 1.15 “Brush coating on above grade poured concrete foundation wall is falling off”

See also
n/a

**Notes**
Words in italics are defined in the “**TERMINOLOGY**” section on page 19.
1.10

CONDITION
CAST-IN-PLACE CONCRETE FOUNDATION WALL IS CRACKED

Acceptable Performance/Condition
Cracks resulting from normal shrinkage are acceptable; cracks in excess of 6 mm in width are not acceptable.

Warranty
One-Year - Work and Materials
• Cracks resulting from normal shrinkage of materials caused by drying after construction are excluded from the statutory warranty.

Action
Walls with cracks exceeding the acceptable condition shall be repaired.

Remarks
Concrete walls naturally crack during curing due to shrinkage. Where lateral or vertical movement is evident, further investigation may be required.

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

See also
1.7 CONCRETE BLOCK FOUNDATION WALL IS CRACKED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.11

CONDITION
CONDENSATION IN CRAWL SPACE

Acceptable Performance/Condition
Condensation shall not accumulate on crawl space interior surfaces.

Warranty
Two-Year - Ontario Building Code Health & Safety Violations
• Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the statutory warranty.

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

Remarks
Crawl spaces shall be ventilated in accordance with the Building Code. Crawl space ventilation requires careful management by the homeowner to maintain acceptable moisture levels.

Typical temporary conditions that may contribute to condensation are:

a) at night in unheated crawl spaces, air entering the crawl space gradually cools the interior surfaces of the space. When outdoor temperatures rise the next day moisture picked up by the warm air is carried into the crawl space and condenses on the cool surfaces.

b) at night in heated crawl spaces, outside air may rapidly cool foundation walls and provide a cool surface on which moisture in the crawl space can condense.

c) if the house is left unheated in the winter, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space may condense.

d) stored materials obstruct ventilation airflow.

These conditions may not be covered under the statutory warranty.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.12

CONDITION
BASEMENT WALL OR FLOOR IS DAMP

Acceptable Performance/Condition
Dampness on wall or floor surfaces caused by capillary transport or condensation of water vapour may occur.

Only actual water penetration through an opening in the wall or floor may be covered by the statutory warranty.

Warranty
None.
- Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the statutory warranty.

Action
No action by the builder is required.

Remarks
Condensation can occur during peak seasonal weather patterns. The homeowner should immediately reduce the moisture levels to prevent harm to property. Dampness can be reduced by using a dehumidifier or by increasing the amount of ventilation to the area.

See also
1.13 FOUNDATION WALL LEAKS
1.14 WATER LEAKAGE THROUGH BASEMENT FLOOR SLAB

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.13

CONDITION
FOUNDATION WALL LEAKS

Acceptable Performance/Condition
Foundation walls shall allow no water penetration.

Warranty
Two-Year - Basement Water Penetration
• Water leakage resulting from improper maintenance, exterior grade alterations made by the homeowner, an act of God or failure of municipal services or other utilities is excluded from the statutory warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the statutory warranty.

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

Remarks
Only actual trickling water leakage is warranted; dampness or condensation is not considered a warranted condition. The homeowner must take immediate steps to prevent damage to their property and report any losses to their home insurance provider. See Appendix A5 “How to Conduct a Water Test” for more information.

See also
1.7 CONCRETE BLOCK FOUNDATION WALL IS CRACKED
1.10 CAST-IN-PLACE CONCRETE FOUNDATION WALL IS CRACKED
1.12 BASEMENT WALL OR FLOOR IS DAMP

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.14

CONDITION
WATER LEAKAGE THROUGH BASEMENT FLOOR SLAB

Acceptable Performance/Condition
Basement floor slabs shall allow no water penetration.

Warranty
Two-Year - Basement Water Penetration

- Water leakage resulting from improper maintenance, exterior grade alterations made by the homeowner, an act of God or failure of municipal services or other utilities is excluded from the statutory warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the statutory warranty.

Action
Defects resulting in water penetration through the basement floor slab shall be repaired. Subsurface investigation may be required.

Remarks
Only actual water leakage through the floor slab resulting in an accumulation of water is warranted; dampness or condensation is not considered a warranted condition. The homeowner must take immediate steps to prevent damage to their property and report any losses to their home insurance provider. A thorough site investigation prior to construction and during excavation will assist in determining whether groundwater levels may adversely affect the use of the building.

See also
1.12 BASEMENT WALL OR FLOOR IS DAMP

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.15

CONDITON
BRUSH COATING ON ABOVE GRADE Poured CONCRETE FOUNDATION WALL IS FALLING OFF

Acceptable Performance/Condition
Hairline cracks are normal in brush coated surfaces; brush coating that is separating from the concrete foundation is not acceptable.

Warranty
One-Year. Work and Materials
• Cracks resulting from normal shrinkage of materials due to normal drying after construction are not covered by the statutory warranty.

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

Remarks
Brush coating is not an OBC requirement and absence of brush coating is not a warranted issue.
Brush coating is a concrete slurry sometimes applied over poured concrete foundation walls to provide a more uniform finish. Some variation in the colour or texture is acceptable.

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

See also
1.8 PARGING (NOT BRUSH COATING) IS FALLING OFF ABOVE GRADE

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.16

CONDITION
BASEMENT FLOOR DRAIN IS TOO HIGH

Acceptable Performance/Condition
Basement floor drains shall facilitate water drainage.

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

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

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

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
1.17

CONDITION
CONDENSATION IN COLD ROOM/CANTINA

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

Warranty
One-Year – Ontario Building Code Violations
• Damage caused by dampness or condensation due to failure by the homeowner to
  maintain adequate ventilation is excluded from the statutory warranty.

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

Remarks
Condensation in cold rooms occurs when warm moist air comes into contact with a cold
surface. The frequency of condensation may increase under the following conditions
which are not warranted:
– Ventilation openings are blocked by homeowner;
– The door to the cold room has not been fully closed;
– The cold room is exposed to sun.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
WATER/SNOW ACCUMULATION IN BASEMENT WINDOW WELLS

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

Warranty
One-Year – Work and Materials
Two-Year – Building Envelope Water Penetration
- Damage resulting from improper home maintenance is excluded from the statutory warranty.
- Additions/deletions or alterations by homeowner are excluded from the statutory warranty.

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

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
2. FLOOR FRAMING
2.1

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

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

Warranty
One-Year - Work and Materials
Seven-Year - Major Structural Defect

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

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

Remarks
Wood beams and posts are timbers that are solid-sawn and at least 114 mm (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 may be an aesthetic issue rather than a structural problem.

See also
14.23 TWISTING OF OPEN-END BEAMS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
2.2

CONDITION
FLOOR FRAMING DAMAGED BY WEATHER DURING CONSTRUCTION

Acceptable Performance/Condition
The joists and subfloor shall be sound and free from damage caused by weathering and must provide a suitable base for finished flooring.

Warranty
One-Year - Work and Materials
Seven-Year - Major Structural
Defect

Action
Joists and subfloors damaged by weathering to the extent that they cannot carry the anticipated loads or are made unsuitable for finished flooring shall be repaired.

Remarks
Materials that can be significantly damaged by weather should be protected during storage and construction. Composite panels such as oriented strandboard and plywood used for subfloors and webs of manufactured joists require more protection than solid-sawn lumber and can swell or delaminate if saturated over lengthy periods. Discolouration alone does not necessarily indicate a warrantable condition.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
2.3

CONDITION
LOOSE SUBFLOOR

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

Warranty
One-Year - Work and Materials
One-Year - Ontario Building Code violation
• Normal shrinkage of materials caused by drying after construction is excluded from the statutory warranty.

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

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

See also
2.6 SPRINGNESS, BOUNCE, VISIBLE SAG WHEN LOADED, OR SHAKING IS OBSERVED IN THE FLOOR

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
2.4

CONDITION
FLOOR SQUEAKS

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

Warranty
One-Year - Work and Materials
- Squeaks resulting from normal shrinkage of materials caused by drying after construction are excluded from the statutory warranty.

Action
Loose connections causing floor squeaks shall be repaired.

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

See also
2.3 LOOSE SUBFLOOR
Appendix A2 – Moisture in Wood and Laminate Floors

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
2.5

CONDITION
FINISHED FLOOR ABOVE GRADE IS OUT OF LEVEL (SLOPED)

Acceptable Performance/Condition
Within a room, the floor surface shall be reasonably level. Where a floor surface is sloped, a maximum tolerance ratio of 25 mm in 3600mm applies, when measured between the opposite walls or defined limits of the room or area.

Warranty
One-Year - Work and Materials
• Minor slope variance caused by normal shrinkage of materials due to drying after construction is excluded from the statutory warranty.

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

Remarks
This item refers to the entire floor surface in rooms. (For visible ridges or depressions in floor see item 12.2 “Finished Floor is Uneven”). Floors are framed taking into account minor sloped variations caused by required camber in the long-spanned joists supporting the floors. This condition is normal. In open concept rooms or areas, it is not always possible to measure to an opposite wall in the room or space. In this instance, the measurement should be taken to the edge of the visually defined space. For uneven areas in floors see section 12.2 “Finished Floor is Uneven”.

See also
2.2 FLOOR FRAMING DAMAGED BY WEATHER DURING CONSTRUCTION

Notes
This article, as revised, applies to conciliations after January 1, 2019.
Words in italics are defined in the “TERMINOLOGY” section on page 19.
2.6

CONDITION
SPRINGINESS, BOUNCE, VISIBLE SAG WHEN LOADED, OR SHAKING IS OBSERVED IN THE FLOOR

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

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Health & Safety Violations

Action
Floors not meeting the performance condition shall be *repaired*.

Remarks
Long-spanned floor joists will *normally* move more than short-spanned joists under design loads. The conditions can be assessed by determining the performance under loading conditions; measuring the length of the structural member and dividing by 360 will give the maximum deflection allowed.

See also
2.2 FLOOR FRAMING DAMAGED BY WEATHER DURING CONSTRUCTION
2.3 LOOSE SUBFLOOR

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3. WALL FRAMING
3.1

CONDITION
WALL IS OUT OF PLUMB

Acceptable Performance/Condition
Where the condition is visible from a normal viewing position, walls shall not be out of plumb more than 19 mm in 2,400 mm vertical measurement.

Warranty
One-Year - Work and Materials

Action
Walls not meeting the acceptable condition shall be repaired.

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

See also
3.2 WALL IS BOWED
9.3 GYPSUM WALLBOARD CORNERS ARE UNEVEN

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.2

CONDITION
WALL IS BOWED

Acceptable Performance/Condition
On the interior of a home, where bowed framing causes local distortion, the variation shall not be more than 15 mm from the specified plane.

Warranty
One-Year - Work and Materials
• Distortion due to shrinkage caused by normal drying after construction is not covered by the statutory warranty.

Action
Bows exceeding the acceptable condition shall be repaired.

Remarks
It is reasonable to expect walls to have variances in their finished surface. Varying light conditions can exaggerate minor variations in appearance.

See also
3.1 WALL IS OUT OF PLUMB
9.3 GYPSUM WALLBOARD CORNERS ARE UNEVEN

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.3

CONDITION
MALFUNCTION OF WINDOWS

Acceptable Performance/Condition
Windows shall be installed to operate with reasonable ease.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance, or alterations, deletions or additions made by the homeowner is not covered by the statutory warranty.

Action
Windows not meeting the acceptable performance shall be repaired.

Remarks
Confirm proper operation of windows during the PDI and record any malfunction on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Window operation varies with different window designs. Windows require regular maintenance for optimum performance.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.4

CONDITION
WINDOW GLASS AND/OR SCREEN IS DAMAGED

Acceptable Performance/Condition
Window glass and screens shall be free from damage at the time of the PDI.

Warranty
One-Year - Work and Materials

Action
Damaged window glass and screens reported on the PDI Form shall be repaired. If not noted, the homeowner must establish that the damage was caused by the builder.

Remarks
Note any damaged windows or damaged/missing screens on the PDI Form. If not noted, it will be difficult to establish that the damage was caused by the builder. If you cannot assess damage because the surface of the windows has been obscured from view, this should also be noted on the PDI Form.

See also
3.5 GLASS IS SCRATCHED
3.6 GLASS IS CRACKED
3.8 CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) GLASS UNIT
8.5 CONDENSATION AND/OR FROST ON WINDOWS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.5  

**CONDITION**  
GLASS IS SCRATCHED

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

**Warranty**  
One-Year - Work and Materials  
- Damage due to improper maintenance and *normal* wear and tear is not covered by the statutory warranty.

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

**Remarks**  
Note any damage on windows on the PDI Form. If not noted, it will be difficult to establish that the damage was caused by the builder. If you cannot assess damage because the surface of the windows has been obscured from view, this should also be noted on the PDI Form.

**See also**  
3.4 WINDOW GLASS AND/OR SCREEN IS DAMAGED  
3.6 GLASS IS CRACKED  
3.8 CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) UNITS  
8.5 CONDENSATION AND/OR FROST ON WINDOWS

**Notes**  
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.6

CONDITION
GLASS IS CRACKED

Acceptable Performance/Condition
Windows shall be installed so that the glass does not crack due to unusual stress caused by movement or settlement of the building frame.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear is not covered by the statutory warranty.

Action
Windows with glass showing stress cracks shall be repaired.

Remarks
Stress cracks occur across corners of glass as a result of pressure being applied to the edge of the glass. If there is evidence of an impact, and the condition was not recorded on the PDI Form, it will be difficult to establish that the damage was caused by the builder.

See also
3.4 WINDOW GLASS AND/OR SCREEN IS DAMAGED
3.5 GLASS IS SCRATCHED
3.8 CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) UNITS
8.5 CONDENSATION AND/OR FROST ON WINDOWS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.7

**CONDITION**

WINDOW UNIT LEAKS DURING RAIN

**Acceptable Performance/Condition**

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

**Warranty**

One-Year - Work and Materials  
Two-Year - *Building Envelope* Water Penetration  
- Damage caused by improper maintenance or an act of God is excluded from the statutory warranty.

**Action**

Defective windows that leak shall be *repaired* or replaced.

**Remarks**

The *homeowner* must ensure operable windows are properly closed, weatherstripping and caulking is maintained and drain ports are not obstructed.  
The window manufacturer may provide extended warranty coverage. For window water penetration, see specifications in CAN/CSA-A440-M, “Windows”.

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

**See also**

3.8 CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) GLASS UNIT  
4.19 WATER LEAKAGE AT DOORS OR WINDOWS OR AT THE TOP OF THE FOUNDATION  
8.5 CONDENSATION AND/OR FROST ON WINDOWS  
Appendix A5 “How to Conduct a Water Test”

**Notes**

Words in italics are defined in the “*TERMINOLOGY*” section on page 19.
3.8

**CONDITION**

CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) GLASS UNIT

**Acceptable Performance/Condition**
Insulating glass units shall be free from condensation between the panes.

**Warranty**
One-Year - Work and Materials

**Action**
Insulating glass units with condensation between the panes shall be replaced.

**Remarks**
Condensation between panes indicates the airtight seal around the edge of the glass is broken. An extended warranty may be available through the window manufacturer.

**See also**
3.7 WINDOW UNIT LEAKS DURING RAIN
8.5 CONDENSATION AND/OR FROST ON WINDOWS

**Notes**
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.9

CONDITION
EXTERIOR DOOR IS WARPED

Acceptable Performance/Condition
Doors shall not warp to the extent that they become inoperable or cease to be weather resistant. Doors between a home and an attached garage must be maintained to be gas-proof.

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Health & Safety Violation for doors requiring gas-proofing.
• Damage resulting from improper maintenance or alterations, deletions or additions made by the homeowner is not covered by the statutory warranty.

Action
Doors not meeting the acceptable performance shall be replaced.

Remarks
Confirm proper operation of exterior doors during the PDI and record any malfunction on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Exterior doors can warp to some degree due to temperature differential between inside and outside surfaces. Garage doors between the garage space and the outdoors are not required to be weatherstripped.

See also
3.13 EXTERIOR DOOR STICKS
3.14 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY
3.15 PLASTIC MOULDING ON EXTERIOR DOOR IS DEFORMED
3.17 EXTERIOR DOOR IS CROOKED IN THE FRAME

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.10

CONDITION
EXTERIOR METAL DOOR IS DENTED

Acceptable Performance/Condition
Exterior doors shall not be dented at the time of the PDI.

Warranty
One-Year - Work and Materials

Action
Dented exterior metal doors noted on the PDI Form shall be repaired. If not noted, the homeowner must establish that the damage was caused by the builder.

Remarks
Identify damaged doors on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Filling the dent is an acceptable repair (e.g. spot putty).

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.11

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

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

Warranty
One-Year - Work and Materials
• Normal shrinkage of materials caused by drying after construction is not covered by the statutory warranty.

Action
Doors not meeting the acceptable condition shall be repaired.

Remarks
None.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.12

CONDITION
CRACKS AND SPLITS IN EXTERIOR WOOD DOORS

Acceptable Performance/Condition
Cracks penetrating through the door are not acceptable.

Warranty
One-Year - Work and Materials

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

Remarks
None.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.13

CONDITION
EXTERIOR DOOR STICKS

Acceptable Performance/Condition
Exterior doors and their hardware shall be installed to operate with minimal binding taking into account the weatherstripping seal and seasonal periods of high humidity.

Warranty
One-Year - Work and Materials
- Alterations, deletions and additions made by the homeowner are not covered by the statutory warranty.

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

Remarks
Confirm proper operation of exterior doors during the PDI and record any malfunction on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Exterior doors can warp to some degree because of the difference in the temperature between inside and outside surfaces.

See also
3.9 EXTERIOR DOOR IS WARPED
3.14 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY
3.17 EXTERIOR DOOR IS CROOKED IN THE FRAME

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.14

CONDITION
EXTERIOR DOOR WILL NOT CLOSE COMPLETELY

Acceptable Performance/Condition
Exterior doors shall close completely and latch securely.

Warranty
One-Year - Work and Materials

Action
Doors not meeting the acceptable performance shall be repaired.

Remarks
Confirm proper operation of exterior doors during the PDI and record any malfunction on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Slight pressure may be required during latching to compress the weatherstripping. Exterior doors can warp to some degree because of the difference in the temperature between inside and outside surfaces.

See also
3.9 EXTERIOR DOOR IS WARPED
3.13 EXTERIOR DOOR STICKS
3.17 EXTERIOR DOOR IS CROOKED IN THE FRAME

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.15

CONDITION
PLASTIC MOULDING ON EXTERIOR DOOR IS DEFORMED

Acceptable Performance/Condition
The plastic mouldings on exterior doors shall not deform when the door is installed in accordance with the manufacturer’s installation instructions.

Warranty
One-Year - Work and Materials
• Damage caused by improper maintenance or material, design or work supplied by the homeowner is not covered by the statutory warranty.

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

Remarks
Generally, exterior door manufacturers indicate storm doors are not to be installed over metal exterior doors. Heat buildup between a storm door and the exterior door can increase significantly, damaging any heat-susceptible parts such as plastic mouldings around a window insert or decorative surface-applied mouldings. The homeowner is also cautioned to follow manufacturer’s recommendations on maintenance and painting the mouldings a dark colour, with or without the use of a storm door; dark-coloured moulding is likely to deform and should be avoided.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.16

CONDITION
EXTERIOR DOOR SWINGS OPEN OR CLOSED BY ITSELF

Acceptable Performance/Condition
Exterior doors shall be installed sufficiently plumb and square so they do not swing by themselves due to the force of gravity alone.

Warranty
One-Year - Work and Materials
• Alterations, deletions or additions by the homeowner are not covered by the statutory warranty.

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

Remarks
Confirm proper operation of exterior doors during the PDI and record any malfunction on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Doors will swing open or closed by the force of gravity if the hinges are not aligned plumb.

See also
3.9 EXTERIOR DOOR IS WARPED
3.17 EXTERIOR DOOR IS CROOKED IN THE FRAME

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.17

CONDITION
EXTERIOR DOOR IS CROOKED IN THE FRAME

Acceptable Performance/Condition
Exterior doors must have a proper weather seal when closed. The weatherstripping must contact the perimeter of the door.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear or improper maintenance is not covered by the statutory warranty.

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

Remarks
Confirm proper operation of exterior doors during the PDI and record any malfunction on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Variance in the width of the gap between the door and the frame is acceptable unless the proper operation of the door is affected.

See also
3.9 EXTERIOR DOOR IS WARPED
3.13 EXTERIOR DOOR STICKS
3.14 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.18

CONDITION
EXTERIOR DOOR HARDWARE OR DECORATIVE METAL TRIM HAS DISCOLOURED

Acceptable Performance/Condition
Finishes on door hardware and fixtures may discolor.

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 discoloration.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
3.19

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

Acceptable Performance/Condition
Sliding doors and their screens shall move freely on their tracks and latch securely.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear or improper maintenance is not covered by the statutory warranty.

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

Remarks
Normal home maintenance for sliding doors and screens may involve adjustment from time to time and the tracks and hardware may need to be cleaned and lubricated. Confirm proper operation of the door and screen during the PDI and record any malfunction on the PDI Form to avoid any dispute about whether the damage was caused by the builder.

See also
3.13 EXTERIOR DOOR STICKS
3.14 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY
3.17 EXTERIOR DOOR IS CROOKED IN THE FRAME

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4. EXTERIOR FINISHING
4.1

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

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

Warranty
Two-Year - Cladding Detachment, Displacement or Deterioration
• Defects in materials, work or design supplied by the homeowner or damage resulting from improper maintenance are excluded from the statutory warranty.

Action
Bowed or wavy siding exceeding the acceptable condition shall be repaired.

Remarks
Siding that is intended to have paint and/or sealer requires regular inspection and maintenance to ensure continuity of the protective layer. Elevated moisture levels can cause wood or hardboard siding to bow. Varying lighting conditions can exaggerate minor variations in siding profile and texture. Minor waviness due to normal fluctuations in humidity is acceptable.

See also
3.2 WALL IS BOWED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.2

CONDITION
WOOD OR HARDBOARD OR PANEL-TYPE SIDING - JOINTS NOT TIGHT

Acceptable Performance/Condition
Wood or hardboard or panel-type siding shall be installed in accordance with the manufacturer's specifications and the Building Code with gaps at joints to allow for expansion. Joints shall be suitably protected to prevent water penetration.

Warranty
One-Year - Work and Materials
Two-Year - Building Envelope Water Penetration
- Normal shrinkage of materials caused by drying after construction is excluded from the statutory warranty.
- Defects in materials, work or design supplied by the homeowner and damage resulting from improper maintenance are excluded from the statutory warranty.

Action
Wood or hardboard or panel-type siding joints that do not meet the acceptable condition shall be repaired.

Remarks
Siding that is intended to have paint and/or sealer requires regular inspection and maintenance to ensure continuity of the protective layer. Wood, hardboard or panel-type siding can be expected to expand and contract with fluctuations in outdoor temperature and humidity; gaps in joints may be required to prevent buckling. Caulking or attaching battens over the joints are ways to protect the joints from water penetration.

Where rain screen principles are used in the cladding design, the sealing may be behind the surface of the cladding.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.3

CONDITION
WOOD OR HARDBOARD OR PANEL-TYPE SIDING – FASTENERS ARE EXCESSIVELY COUNTERSUNK INTO FINISHED SURFACE

Acceptable Performance/Condition
Siding fasteners shall be installed in accordance with the manufacturer’s specifications, where applicable, and shall not expose hardboard siding fibre.

Warranty
One-Year - Work and Materials

Action
Siding with nails not meeting the acceptable condition shall be repaired.

Remarks
Nails that have been excessively countersunk detract from the overall appearance of the finished surface. This condition can lead to premature deterioration of the product by allowing water to accumulate in the holes left by the nailheads.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.4

CONDITION
LAP SIDING (WOOD, HARDBOARD, VINYL, ETC.) IS NOT INSTALLED ON A STRAIGHT LINE

Acceptable Performance/Condition
Lap siding shall be installed with individual pieces in general, *visible* parallel alignment.

Warranty
One-Year - Work and Materials
- Defects in materials, work or design supplied by the *homeowner* are excluded from the statutory warranty.

Action
Lap siding that does not meet the acceptable condition shall be *repaired*.

Remarks
With any type of siding or cladding such as lap siding that requires repetitive parallel alignment from one course to the next, the installer must make minor adjustments to keep the entire elevation in general alignment. Adjustments of this nature are *normal*. Wavy-edged siding is more tolerant of adjustments while maintaining an acceptable appearance.

See also
3.2 WALL IS BOWED
4.1 WOOD OR HARDWOOD OR PANEL-TYPE SIDING IS BOWED OR WAVY
4.9 ALUMINUM/VINYL SIDING IS BOWED OR WAVY

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.5

**CONDITION**
TONGUE-AND-GROOVE WOOD SIDING HAS BUCKLED

**Acceptable Performance/Condition**
Tongue-and-groove wood siding shall be installed to prevent buckling and in accordance with manufacturer’s installation instructions, where applicable.

**Warranty**
Two-Year - Cladding Detachment, Displacement or Deterioration

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

**Remarks**
None.

**See also**
n/a

**Notes**
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.6

CONDITION
WOOD SIDING - FASTENER HAS STAINED SIDING

Acceptable Performance/Condition
Fasteners shall be corrosion resistant and compatible with the siding in accordance with the Building Code.

Warranty
One-Year - Work and Materials
One-Year - Ontario Building Code Violations
• Damage resulting from normal wear and tear or damage resulting from improper maintenance is excluded from the statutory warranty.

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

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.7

CONDITION
CEDAR SHAKES OR SHINGLES HAVE “BLED” THROUGH PAINT OR STAIN APPLIED BY BUILDER

Acceptable Performance/Condition
Where full-covering or opaque stains are used over cedar shakes or shingles, bleed-through of resins or extractives shall not be visible when viewed, without magnification, from a minimum perpendicular distance of 6 m under normal lighting conditions and from a normal viewing position.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear is excluded from the statutory warranty.

Action
Cedar shakes and shingles that do not meet the acceptable condition shall be repaired.

Remarks
Some bleed-through of knots or other naturally occurring features can be expected in cedar shakes over time. The reoccurrence of these features through full-covering or opaque stains may be dependent on the direction the roof faces and/or exposure to sunlight.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.8

CONDITION
PLYWOOD OR VENEER SIDING HAS DELAMINATED

Acceptable Performance/Condition
Plywood or veneer siding shall not delaminate when installed in accordance with the manufacturer’s installation instructions.

Warranty
Two-Year - Cladding Detachment, Displacement or Deterioration
• Damage resulting from normal wear and tear is excluded from the statutory warranty.

Action
Plywood/veneer siding that does not meet the acceptable condition shall be repaired.

Remarks
Siding that is intended to have paint and/or sealer requires regular inspection and maintenance to ensure continuity of the protective layer.

See also
4.11 ALUMINUM OR VINYL SIDING, TRIM OR ACCESSORY IS LOOSE
4.23 EXTERIOR STUCCO IS PEELING OR BUBBLING

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.9

CONDITION
ALUMINUM/VINYL SIDING IS BOWED OR WAVY

Acceptable Performance/Condition
Siding shall be installed to accommodate thermal movement and anticipated shrinkage of the structure to which it is attached. Siding shall be free from bows and waviness when installed in accordance with the manufacturer’s specifications. Local distortion from the specified plane shall not exceed 20 mm.

Warranty
One-Year - Work and Materials
Two-Year - Cladding Detachment, Displacement or Deterioration

Action
Bowed or wavy siding exceeding the acceptable condition shall be repaired.

Remarks
Varying lighting conditions can exaggerate minor variations in siding profile, texture and colour.
Minor waviness due to normal sheathing movements is acceptable.

See also
3.2 WALL IS BOWED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.10 CONDITION
ALUMINUM OR VINYL SIDING - COLOUR IS FADED

Acceptable Performance/Condition
Aluminum or vinyl siding shall not fade or discolour in an uneven or random manner.

Warranty
Two-Year - Cladding Detachment, Displacement or Deterioration.
• Damage resulting from normal wear and tear is excluded from the statutory warranty.

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

Remarks
Aluminum or vinyl siding may fade with time and exposure to sunlight. Areas of intense, direct sunlight exposure will tend to fade faster than other more shaded areas. Repaired areas shall match the existing material for colour and textures as closely as possible; variation between dye lots is acceptable.

See also
4.29 EXTERIOR PAINT OR STAIN HAS FADED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.11

CONDITION
ALUMINUM OR VINYL SIDING, TRIM OR ACCESSORY IS LOOSE

Acceptable Performance/Condition
Aluminum or vinyl siding and associated trim and accessories shall not become displaced or detached from the substrate.

Warranty
Two-Year - Cladding Detachment, Displacement or Deterioration
• Damage resulting from an act of God is excluded from the statutory warranty.

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

Remarks
Aluminum or vinyl siding is intentionally not installed tight to the substrate to allow for thermal movement; however, it should not displace or detach under normal weather conditions.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.12

CONDITION
ALUMINUM OR VINYL SIDING TRIM AND ACCESSORIES - FASTENERS DON'T MATCH SIDING COLOUR

Acceptable Performance/Condition
Fasteners that are used to secure aluminum or vinyl siding or trim may not match the siding or trim colour due to manufacturing limitations.

Warranty
None.

Action
The builder is not required to take any action.

Remarks
Fasteners are generally made in fewer standard colours than siding products.

See also
4.27 PAINT ON REPAIRED AREAS DOESN'T MATCH
4.28 EXTERIOR PAINT, STAIN OR CLEAR FINISH BLISTERS AND PEELS
4.29 EXTERIOR PAINT OR STAIN HAS FADED
5.14 VARIATION IN COLOUR AFTER REPAIRS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.13

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

Acceptable Performance/Condition
Cracks resulting from normal shrinkage are acceptable; crack width in excess of 2 mm is not acceptable.

Warranty
One-Year - Work and Materials
• Cracks resulting from normal shrinkage of materials caused by drying after construction or normal wear and tear is excluded from the statutory warranty.

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

Remarks
Shrinkage during curing of the masonry is natural. Also, regular outdoor temperature fluctuations cause masonry cladding to expand and contract. The resulting thermal stress can also cause cracking; this is considered normal wear and tear. The colour/texture of repaired areas shall match the existing as closely as possible when dry. Variation in colour may be noticeable when wet.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.14

CONDITION
CUT BRICKS ARE OF DIFFERENT THICKNESS IN RELATION TO ONE ANOTHER

Acceptable Performance/Condition
Cut bricks used in the same course shall appear uniform from a normal viewing position; the variance in thickness between two immediately adjacent bricks shall not exceed 8 mm.

Warranty
One-Year - Work and Materials

Action
Bricks not meeting the acceptable condition shall be repaired.

Remarks
Even with proper coursing bricks will need to be cut to fit site conditions. It is common that cut bricks may vary in thickness. Uncut bricks may also vary in thickness depending on the style selected (e.g. tumbled bricks).

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.15

CONDITION
HORIZONTAL MASONRY JOINT ALIGNMENT IS NOT UNIFORM

Acceptable Performance/Condition
Horizontal masonry joint work shall appear uniform when viewed from a distance of 6 m. Where the horizontal (bed) joint appears out of alignment, the variance shall not be more than 12 mm from the specified plane. This does not apply to randomly sized masonry products.

Warranty
One-Year - Work and Materials

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

Remarks
Dimensional variations of the courses are affected by the variations in the brick selected and the bond pattern.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.16

CONDITION
MORTAR SPLATTERS AND STAINS ON EXTERIOR MASONRY

Acceptable Performance/Condition
Exterior masonry shall not have mortar splatters and stains detracting from the appearance of the finished wall when viewed from a distance of 6 m under natural lighting conditions when dry.

Warranty
One-Year - Work and Materials

Action
Masonry not meeting the acceptable condition shall be repaired.

Remarks
Care must be used in cleaning masonry. Although pressure washing and chemical cleaners are the normal way of cleaning masonry, they must be used properly and in accordance with brick manufacturer’s specifications. Professional brick tinting methods are acceptable to adjust colour.

See also

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.17

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

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

Warranty
One-Year - Work and Materials
- Efflorescence resulting from additions, deletions or alterations made by the homeowner or improper maintenance is not covered by the statutory warranty.

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

Remarks
Efflorescence is the formation of a typically white crystalline deposit on the surface of masonry when moisture evaporates from the surface. Efflorescence can be removed using a stiff bristle brush and water. Dark-coloured bricks tend to exaggerate the appearance of efflorescence. Localized areas of efflorescence may be linked to abnormal sources of moisture. Salt and de-icers may also contribute to efflorescence and in that case the item is not warrantable.

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

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.18

CONDITION
DETERIORATING MASONRY

Acceptable Performance/Condition
Masonry shall be manufactured and installed to prevent premature deterioration.

Warranty
Two-Year - Cladding Detachment, Displacement or Deterioration
• Damage resulting from normal wear and tear, improper maintenance or additions, alterations and deletions made by the homeowner is not covered by the statutory warranty.

Action
Masonry that is deteriorated, detached, or displaced shall be repaired.

Remarks
Durability is dependent on the type of masonry and the conditions that the masonry is exposed to (e.g. salt, soil).
The colour/texture of repaired areas shall match the existing as closely as possible when dry. Variation in colour may be noticeable when wet. Where colour variation of the repaired area is visible under normal lighting and dry conditions from 6 m, the colour shall be adjusted. Professional brick tinting methods are acceptable to adjust colour.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.19

CONDITION
WATER LEAKAGE AT DOORS AND WINDOWS OR AT THE TOP OF THE FOUNDATION

Acceptable Performance/Condition
Openings in exterior walls such as windows and doors, and junctions between cladding materials, shall not allow water penetration.

Warranty
One-Year - Ontario Building Code Violations
Two-Year - Building Envelope Water Penetration
• Water penetration due to improper maintenance is excluded from the statutory warranty.

Action
Defects resulting in water penetration around windows, doors, and over the top of the foundation shall be repaired.

Remarks
Flashings must be installed above exterior wall openings and at the top of the foundation (masonry veneer) to direct water to the exterior. Perforations in flashing due to physical damage or chemical incompatibility, deterioration, improper termination and lack of weep holes in masonry veneer can allow water to drain to the interior.

See also
1.14 FOUNDATION WALL LEAKS
Appendix A5 “How to Conduct a Water Test”

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.20

CONDITION
CLAY BRICKS ARE CHIPPED

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

Warranty
One-Year - Work and Materials
One-Year - Ontario Building Code Violations
• Damage resulting from normal wear and tear, improper maintenance or additions, alterations and deletions made by the homeowner is not covered by the statutory warranty.

Action
Brick veneer not meeting the acceptable condition shall be repaired.

Remarks
There are certain brick types that are designed to be tumbled or chipped in appearance. Professional brick tinting methods are acceptable to repair the appearance of chipped bricks.
The colour/texture of repaired areas shall match the existing as closely as possible when dry. Variation in colour may be noticeable when wet.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.21

CONDITION
BRICKS ARE DIFFERENT COLOURS

Acceptable Performance/Condition
Brickwork may contain bricks from different dye lots, provided they are dispersed throughout the wall to produce a generally uniform appearance when viewed from 6 m under normal lighting conditions.

Warranty
One-Year - Work and Materials

Action
Where a generally uniform appearance is not achieved the wall shall be repaired.

Remarks
Uniform appearance includes colour and texture. Professional brick tinting methods are acceptable to adjust colour.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.22

CONDITION
CRACKS IN EXTERIOR STUCCO WALL SURFACES

Acceptable Performance/Condition
Stucco that relies on face-sealing to shed water shall have no cracks or gaps that will allow water penetration. Stucco on a drained cladding system shall not have unintentional gaps or cracks visible from a distance of not less than 6 m.

Warranty
Two-Year - Cladding Detachment, Displacement or Deterioration
• Damage resulting from improper maintenance is not covered by the statutory warranty.

Action
Stucco finish not meeting the acceptable condition shall be repaired.

Remarks
Stucco includes traditional Portland cement-based stucco as well as synthetic stucco whether forming part of an exterior insulation and finish system (EIFS) or not. Caulking and sealants require regular maintenance to ensure effectiveness. The colour or texture of repaired areas shall match the existing so as not to be visible from a distance of 6 m under normal lighting conditions.

See also
4.23 EXTERIOR STUCCO IS PEELING OR BUBBLING

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.23

CONDITION
EXTERIOR STUCCO IS PEELING OR BUBBLING

Acceptable Performance/Condition
Stucco on exterior walls shall not separate from its base.

Warranty
Two-Year - Cladding Detachment, Displacement or Deterioration
• Damage resulting from improper maintenance is not covered by the statutory warranty.

Action
Stucco not meeting the acceptable condition shall be repaired.

Remarks
Stucco separating from its base may indicate a problem with trapped moisture. Caulking and sealants require regular maintenance to ensure effectiveness. The colour or texture of repaired areas shall match the existing so as not to be visible from a distance of 6 m under normal lighting conditions.

See also
4.22 CRACKS IN EXTERIOR STUCCO WALL SURFACES

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.24

**CONDITION**
UNSEALED GAPS BETWEEN DISSIMILAR CLADDING MATERIALS AND PENETRATIONS THROUGH CLADDING

**Acceptable Performance/Condition**
Gaps allowing water penetration into the building envelope shall be sealed in accordance with the Building Code.

**Warranty**
One-Year - Work and Materials
One-Year - Ontario Building Code Violations
Two-Year - Building Envelope Water Penetration
Two-Year - Cladding Detachment, Displacement or Deterioration
- Damage resulting from improper maintenance is not covered by the statutory warranty.

**Action**
Cladding not meeting the acceptable condition shall be repaired.

**Remarks**
Space between different cladding materials and between penetrations is required to allow for movement but must be weathertight. Where rain screen principles are used in the cladding design, the sealing may be behind the surface of the cladding.

**See also**
n/a

**Notes**
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.25

CONDITION
EXTERIOR WOOD TRIM IS SPLIT

Acceptable Performance/Condition
Exterior wood trim may split; cracks visible from 6 m under normal lighting conditions, or cracks resulting in displacement or detachment, are not acceptable.

Warranty
One-Year - Work and Materials
Two-Year - Cladding Detachment, Displacement or Deterioration
• Cracks resulting from normal shrinkage of materials caused by drying after construction, or normal wear and tear are not covered by the statutory warranty.

Action
Trim not meeting the acceptable condition shall be repaired.

Remarks
Some manufactured products may have intentional splits for aesthetic purposes.

See also
4.26 EXTERIOR WOOD TRIM IS BOWED, TWISTED OR CUPPED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.26

**CONDITION**
EXTERIOR WOOD TRIM IS BOWED, TWISTED OR CUPPED

**Acceptable Performance/Condition**
Exterior wood trim may warp, twist or cup. Loose trim or trim that falls off is not acceptable.

**Warranty**
One-Year - Work and Materials
Two-Year - Cladding Detachment, Displacement or Deterioration

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

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

**Remarks**
None.

**See also**
4.25 EXTERIOR WOOD TRIM IS SPLIT

**Notes**
Words in italics are defined in the “**TERMINOLOGY**” section on page 19.
4.27

CONDITION
PAINT ON REPAIRED AREAS DOESN'T MATCH

Acceptable Performance/Condition
Repaired 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
Repaired areas not meeting the acceptable condition shall be repaired.

Remarks
Exact matches cannot be reasonably expected due to aging and environmental soiling. The extent of the repainting may have to be considered to ensure the match is as close as possible.

See also
4.7 CEDAR SHAKES OR SHINGLES HAVE “BLED” THROUGH PAINT OR STAIN APPLIED BY BUILDER
4.10 ALUMINUM OR VINYL SIDING - COLOUR IS FADED
4.29 EXTERIOR PAINT OR STAIN HAS FADED
4.30 MOULD OR MILDEW IS VISIBLE ON EXTERIOR PAINTED SURFACES

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.28

**CONDITION**
EXTERIOR PAINT, STAIN OR CLEAR FINISH BLISTERS AND PEELS

**Acceptable Performance/Condition**
Exterior paint, stain or clear finishes shall not deteriorate to the extent of exposing the substrate beneath; surfaces subject to foot traffic are exempt from this requirement.

**Warranty**
One-Year - Work and Materials
- Damage resulting from *normal* wear and tear is not covered by the statutory warranty.

**Action**
Paint or stain not meeting the acceptable performance shall be *repaired*.

**Remarks**
Weathering of painted, stained or clear-coated exterior surfaces is *normal*. Discolouration of the wood beneath is evidence of failed clear finish. Excessive moisture in the substrate can contribute to premature finish deterioration.

**See also**
n/a

**Notes**
Words in italics are defined in the “**TERMINOLOGY**” section on page 19.
4.29

**CONDITION**
EXTERIOR PAINT OR STAIN HAS FADED

**Acceptable Performance/Condition**
Exterior paints and stains shall not fade or discolor in an uneven or random manner.

**Warranty**
One-Year - Work and Materials
- Damage resulting from *normal* wear and tear, improper maintenance, or alterations, deletions or additions by the homeowner is not covered by the statutory warranty.

**Action**
Exterior paints and stains not meeting the acceptable condition shall be *repaired*.

**Remarks**
Fading of exterior paints and stains is *normal* and the degree of fading depends on environmental conditions, e.g. southern exposures. Exact matches of repainted areas cannot be expected due to aging and environmental soiling of the original finish.

**See also**
- 4.10 ALUMINUM OR VINYL SIDING - COLOUR IS FADED
- 4.27 PAINT ON REPAIRED AREAS DOESN'T MATCH
- 4.30 MOULD OR MILDEW IS VISIBLE ON EXTERIOR PAINTED SURFACES

**Notes**
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.30

CONDITION
MOULD OR MILDEW IS VISIBLE ON EXTERIOR PAINTED SURFACES

Acceptable Performance/Condition
When viewed from a perpendicular distance of 1,500 mm, painted or finished surfaces shall be free of visible mould and mildew.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance or normal wear and tear is not covered by the statutory warranty.

Action
Exterior painted surfaces not meeting the acceptable performance shall be repaired.

Remarks
Mould or mildew is common in the natural environment. It can often form on painted surfaces and can usually be removed during normal home maintenance.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.31

CONDITION
LEAK IN EXTERIOR WALL

Acceptable Performance/Condition
The building envelope shall be constructed to prevent water entry.

Warranty
Two-Year - Building Envelope Water Penetration
Two-Year - Cladding Detachment, Displacement or Deterioration
• Water penetration resulting from improper maintenance or normal wear and tear is not covered by the statutory warranty.

Action
Building envelopes not meeting the acceptable condition shall be repaired.

Remarks
Joints and cracks in exterior wall surfaces and around openings shall be properly sealed to prevent the entry of water. Caulking and sealants deteriorate under normal weather conditions and should be checked regularly.

See also
1.14 FOUNDATION WALL LEAKS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.32

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

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

Warranty
One-Year - Work and Materials

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

Remarks
Unintentional Dimensional variations of the courses are affected by the variations in the brick selected and the bond pattern. Non-uniform joints may be a feature of the wall and may be acceptable. Weep holes and/or vent holes are necessary in a masonry wall and shall not be blocked. This does not apply to randomly sized or designed masonry products such as (but not limited to) specialty brick products; tumbled or aged bricks, beveled-edged bricks or cultured stone or stone products.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
4.33

CONDITION
EXTERIOR LINTELS NOT PRIMED OR PAINTED

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

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

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear is not covered by the statutory warranty.

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

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

See also
n/a

Notes
This Article applies to all conciliations after January 1, 2019.
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5. ROOFS
5.1

CONDITION
ROOF TRUSSES, RIDGES OR RAFTERS ARE BOWED

Acceptable Performance/Condition
Roof framing members shall be sized and installed in accordance with the Building Code.

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Health & Safety Violations
• Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

Action
Roof framing members not meeting the acceptable performance shall be repaired.

Remarks
Deflection due to normal loading and bowing due to normal drying of wood framing materials is acceptable.
Heavy loads of ice and snow can damage a roof. Normal home maintenance should include professional removal of heavy buildups of ice and snow.

See also
5.2 ROOF APPEARS WAVY
5.14 UNEVEN ROOF SHEATHING CAUSING VISIBLE IRREGULARITIES IN THE ROOF SURFACE

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.2

CONDITION
ROOF APPEARS WAVY

Acceptable Performance/Condition
Roof sheathing shall be sized and installed in accordance with the Building Code.

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Violations

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

Remarks
Despite the roof being sized and installed in accordance with the Building Code, waviness between framing members may occur. This will not affect the performance of the roof.
Frost patterns on a roof can give the appearance of waviness without the condition existing (e.g. frost outline on sheathing joints and over roof framing members).

See also
5.1 ROOF TRUSSES OR RAFTERS ARE BOWED
5.14 UNEVEN ROOF SHEATHING CAUSING VISIBLE IRREGULARITIES IN THE ROOF SURFACE

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.3

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

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

Warranty
One-Year - Ontario Building Code Violations
Two-Year - Building Envelope Water Penetration
• Water penetration resulting from improper maintenance or an act of God is excluded from the statutory warranty.

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

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.4

CONDITION
ROOF OR FLASHING LEAKS

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

Warranty
One-Year - Ontario Building Code Violations
Two-Year - Building Envelope Water Penetration

• Water leakage resulting from improper maintenance or an act of God is excluded from the statutory warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the statutory warranty. Water penetration may occur during extreme weather conditions.

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

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

See also
5.3 LEAKS DUE TO SNOW OR RAIN DRIVEN INTO THE ATTIC THROUGH LOUVRES OR VENTS
13.2 ROOF FLASHING LEAKS AT CHIMNEY

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.5

CONDITION
INADEQUATE ATTIC VENTILATION

Acceptable Performance/Condition
Attics shall be ventilated in accordance with the Building Code.

Warranty
Two-Year - Ontario Building Code Health & Safety Violations
• Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the statutory warranty.

Action
Attics not meeting the acceptable condition shall be repaired.

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

See also
8.4 CONDENSATION IN ATTIC SPACE

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.6

CONDITION
ICE BUILDUP ON THE ROOF

Acceptable Performance/Condition
Ice and icicles are a natural occurrence on roofs.

Warranty
None.
• Damage caused by improper maintenance is not covered by the statutory warranty.

Action
The builder is not required to take any action.

Remarks
Ice dams and icicles occur when the roof surface is warm enough to melt the snow but the air temperature is cold enough to re-freeze the melt water. Natural weather patterns, building exposure, roof design and elevated attic temperatures, due to both the insulating effects of snow accumulation on the roof and air leakage from the interior of the building, can contribute to ice forming on roofs.

Professional removal of buildups of ice and snow can help reduce the likelihood of water leaks. See section 5.4 “Roof or Flashing Leaks” for water leakage resulting from ice dams.

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

See also
5.4 ROOF OR FLASHING LEAKS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.7

CONDITION
ROOF SHINGLES HAVE BLOWN OFF

Acceptable Performance/Condition
Roof shingles shall be installed according to the Building Code and the manufacturer’s specifications.

Warranty
One-Year - Work and Materials
• Damage resulting from acts of God is not covered by the statutory warranty.

Action
Roof shingles not meeting the acceptable performance shall be repaired.

Remarks
Severe weather and wind gusts can sometimes exceed the design limitations of the shingles.
Different shingle types and materials have varying abilities to resist these forces.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.8

CONDITION
TABS ON ASPHALT SHINGLES ARE NOT LINED UP

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

Warranty
One-Year - Work and Materials

Action
Shingles not meeting the acceptable condition shall be repaired.

Remarks
The primary role of roofing is to protect the building from the weather. Slight variation in the appearance of the roof is acceptable.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.9

CONDITION
ASPHALT SHINGLES NOT SEALED

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

Warranty
One-Year - Work and Materials

Action
Shingles not meeting the acceptable condition shall be repaired.

Remarks
Asphalt shingles installed in temperatures below 5°C will seal when warmer temperatures return. In the short term, unsealed shingles should not affect the weather protection provided by the roof. Where asphalt shingles intersect metal flashing, shingles may not seal. This condition is not a defect in work and materials.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.10

CONDITION
ASPHALT SHINGLE EDGES ARE CURLED OR CUPPED

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

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear is not covered by the statutory warranty.

Action
Shingles not meeting the acceptable condition shall be repaired.

Remarks
Adequate attic ventilation is necessary to prevent excessive solar heat buildup in the attic that can contribute to curling and cupping. Shingles on top of flashing may not adhere and can lift.

See also
5.5 INADEQUATE ATTIC VENTILATION

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.11

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

Acceptable Performance/Condition
Asphalt shingles shall overhang roof edges by not less than 12 mm according to the Building Code; they shall not overhang the roof edge to the extent that they curl.

Warranty
One-Year - Work and Materials

Action
Shingle overhangs not meeting the acceptable condition shall be repaired.

Remarks
The edge of the roof includes the entire perimeter of the roof including gables.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.12

CONDITION
SHADING PATTERN IS VISIBLE ON AN ASPHALT SHINGLE ROOF

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

Warranty
One-Year - Work and Materials

Action
Shingles not meeting the acceptable condition shall be repaired.

Remarks
Shading variations resulting from dye lot difference are acceptable.

See also
5.13 VARIATION IN COLOUR AFTER REPAIRS (for colour and shading of local repairs).

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.13

CONDITION
VARIATION IN COLOUR AFTER REPAIRS

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

Warranty
One-Year - Work and Materials

Action
Shingles not meeting the acceptable condition shall be repaired.

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

See also
5.12 SHADING PATTERN IS VISIBLE ON AN ASPHALT SHINGLE ROOF

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.14

CONDITION
UNEVEN ROOF SHEATHING CAUSING VISIBLE IRREGULARITIES IN THE ROOF SURFACE

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

Warranty
One-Year - Work and Materials

Action
Roofs not meeting the acceptable condition shall be repaired.

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

See also
5.1 ROOF TRUSSES OR RAFTERS ARE BOWED
5.2 ROOF APPEARS WAVY

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.15

CONDITION
ROOFING NAILS ARE EXPOSED

Acceptable Performance/Condition
Roofing nails shall be covered by overlapping shingles or by sealing.

Warranty
One-Year - Work and Materials

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

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.16

CONDITION
TEMPORARY SAFETY STRAPS LEFT ON ROOF

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

Warranty
One-Year - Work and Materials

Action
Temporary safety straps shall be removed.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.17

CONDITION
WATER IS TRAPPED UNDER ROOFING MEMBRANE

Acceptable Performance/Condition
Water shall not become trapped under built-up or single-ply roofing membranes.

Warranty
One-Year - Work and Materials
Two-Year - Building Envelope Water Penetration

Action
Roofing not meeting the acceptable condition shall be repaired.

Remarks
None.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.18

CONDITION
ASPHALT ROLL ROOFING IS BLISTERED BUT DOES NOT ADMIT WATER

Acceptable Performance/Condition
Roll roofing may blister under normal weather conditions. Blisters that result in water penetration are not acceptable.

Warranty
One-Year - Work and Materials

Action
Roofing not meeting the acceptable condition shall be repaired.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.19

CONDITION
STANDING WATER ON A FLAT ROOF

Acceptable Performance/Condition
Flat roofs shall be installed to drain water. Standing water on roofs designed for water retention is acceptable.

Warranty
One-Year - Work and Materials

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

Remarks
Flat roofs typically are slow to drain and should be constructed to handle exposure to standing water over short terms. Municipalities can require flow control devices to be installed on roof drains. Some standing water is *normal* and should generally dissipate after a few days.

See also
n/a

Notes
Words in italics are defined in the “**TERMINOLOGY**” section on page 19.
5.20

**CONDITION**
EAVESTROUGH OR DOWNSPOUTS LEAK

**Acceptable Performance/Condition**
Eavestroughs and downspouts shall not leak at joints.

**Warranty**
One-Year - Work and Materials

**Action**
Eavestroughs and downspouts not meeting the acceptable performance shall be repaired.

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

**See also**
n/a

**Notes**
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.21

CONDITION
EAVESTROUGH OVEFLOW DURING NORMAL RAIN

Acceptable Performance/Condition
Eavestroughs shall be installed in accordance with municipal requirements (where applicable) with a slope to downspouts or drains. Eavestroughs may overflow during a rain as a result of converging water flows.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear or an act of God is excluded from the statutory warranty.

Action
Eavestroughs not meeting the acceptable condition shall be repaired.
Overflow resulting from inadequate slope or non-conformance with municipal requirements is subject to the statutory warranty.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.22

CONDITION
EAVESTROUGHS OR DOWNSPOUTS NOT PERFORMING PROPERLY

Acceptable Performance/Condition
Where provided, eavestroughs and downspouts shall collect water from the roof and drain it to grade. Where downspouts are not connected to a sewer, extensions shall be provided to carry rainwater away from the building in a manner that will prevent soil erosion.

Warranty
One-Year - Work and Materials

Action
Eavestroughs and downspouts not meeting the acceptable performance shall be repaired.

Remarks
Normal home maintenance includes keeping the eavestroughs and downspouts free of debris that can clog the system. Extensions may include splash pads set on the ground.

See also
§23 EAVESTROUGHS DON’T DRAIN COMPLETELY

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.23

CONDITION
EAVESTROUGHS DON’T DRAIN COMPLETELY

Acceptable Performance/Condition
Eavestroughs shall generally slope to drains.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance is not covered by the statutory warranty.

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

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

See also
5.22 EAVESTROUGHS OR DOWNSPOUTS NOT PERFORMING PROPERLY

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
5.24

CONDITION
SKYLIGHT LEAKS

Acceptable Performance/Condition
Skylights shall be installed in accordance with the manufacturer’s specifications and shall not allow water penetration.

Warranty
Two-Year - Building Envelope Water Penetration
- Damage resulting from dampness or condensation due to failure by the homeowner to maintain adequate ventilation is not covered by the statutory warranty.

Action
Skylights not meeting the acceptable performance shall be repaired.

Remarks
Condensation on the interior surfaces of a skylight may occur if indoor relative humidity is high. Condensation is not considered indicative of a defective condition. To test for water penetration, see Appendix A5 “How to Conduct a Water Test”

See also
5.4 ROOF OR FLASHING LEAKS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6. PLUMBING
6.1

CONDITION
INADEQUATE WATER SUPPLY

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

Warranty
None.

Action
None.

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

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

See also
6.2 THE DOMESTIC WATER SUPPLY SYSTEM DOES NOT DELIVER WATER
6.3 PIPES ARE LEAKING

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.2

CONDITION
THE DOMESTIC WATER SUPPLY SYSTEM DOES NOT DELIVER WATER

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

Warranty
One-Year - Work and Materials on pumps supplying water from a private well Two-Year - Delivery and Distribution Systems
• Damage resulting from improper maintenance or additions, deletions or alterations made by a homeowner is excluded from the statutory warranty.
• Damage caused by municipal services or other utilities is excluded from the statutory warranty.

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

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

See also
6.1 INADEQUATE WATER SUPPLY
6.3 PIPES ARE LEAKING

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.3

CONDITION
PIPES ARE LEAKING

Acceptable Performance/Condition
Domestic water supply and drainpipes shall not leak.

Warranty
Two-Year - Delivery and Distribution Systems
• Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.
• Secondary damage caused by defects, such as property damage or personal injury, is excluded from the statutory warranty.

Action
Pipes not meeting the acceptable performance shall be repaired.

Remarks
Condensation on piping should not be mistaken for a leaking pipe. Condensation on cold-water supply pipes is not covered by the statutory warranty. High indoor humidity is the main cause of condensation on pipes.

If a leak is detected in a water supply pipe, the main water supply valve should be turned off immediately until the builder’s representative can assess the condition. For more information on emergency situations, please refer to the Homeowner Information Package.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.4

CONDITION
FAUCET OR FIXTURE IS LEAKING

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

Warranty
One-Year - Work and Materials
- Damage resulting from improper maintenance, normal wear and tear, or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the statutory warranty.

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

Remarks
Confirm proper operation of faucets and fixtures during the PDI and record any malfunction on the PDI Form, to avoid any dispute about whether the damage was caused by the builder. Some manufacturers of plumbing products offer warranties on their products that extend beyond the one-year statutory warranty. If a leak occurs after the one-year statutory warranty, service may be available from the manufacturer.

See also
6.6 BATHTUB OR SHOWER LEAKS
6.9 DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.5

CONDITION
PLUMBING PIPES ARE FROZEN AND/OR BURST

Acceptable Performance/Condition
Plumbing pipes shall be protected from freezing in accordance with the Building Code.

Warranty
Two-Year - Delivery and Distribution Systems
• Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.
• Secondary damage caused by defects, such as property damage or personal injury, is excluded from the statutory warranty.

Action
Plumbing pipes not meeting the acceptable condition shall be repaired.

Remarks
Homes must be kept at temperatures to prevent freezing at all times. If this is not possible, proper precautions should be taken to prevent freezing such as shutting off and draining the water supply system.

For exterior hose bibs, shut off any associated interior valves and leave the exterior valve open as part of a regular seasonal maintenance program. Garden hoses must also be disconnected from the exterior hose bib.

If a burst pipe is detected in a water supply pipe, the main water supply valve should be turned off immediately until the builder’s representative can assess the condition. For more information on emergency situations, please refer to the Homeowner Information Package.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.6

CONDITION
BATHTUB OR SHOWER LEAKS

Acceptable Performance/Condition
Bathtubs and showers shall be installed in accordance with manufacturer’s specifications so they do not leak.

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

Action
Bathtubs or showers not meeting the acceptable performance shall be repaired.

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

If a leak is detected in a water supply pipe, the main water supply valve should be turned off immediately until the builder’s representative can assess the condition. For more information on emergency situations, please refer to the Homeowner Information Package.

See also
6.4 FAUCET OR FIXTURE IS LEAKING
6.9 DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.7

**CONDITION**

CONDENSATION APPEARS ON WATER SUPPLY PIPES AND TOILETS

**Acceptable Performance/Condition**

Condensation on water supply pipes and toilets may occur when indoor relative humidity is high.

**Warranty**

None.

**Action**

None.

**Remarks**

Condensation may appear on water supply lines and toilets from time to time and is normal.

**See also**

n/a

**Notes**

Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.8

CONDITION
NOISY WATER PIPES OR “WATER HAMMER”

Acceptable Performance/Condition
Water supply pipes shall be installed to minimize the effects of water hammer and in accordance with the Building Code. Drainage pipes shall be installed in accordance with the Building Code.

Warranty
Two-Year - Delivery and Distribution Systems
• Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.
• Secondary damage caused by defects, such as property damage or personal injury, is excluded from the statutory warranty.

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

Remarks
Repetitive hammering of water supply pipes during normal operation may indicate a problem and should be investigated.

A sudden thump or bang of water supply pipes when a faucet or fixture is closed abruptly is normal and not covered by the statutory warranty.
Slight “ticking” sounds coming from pipes as they expand are normal and are not covered by the statutory warranty.
The sound of water flowing through drainage pipes is normal and not covered by the statutory warranty.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.9

CONDITION
DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS

Acceptable Performance/Condition
Plumbing fixtures, appliances or trim fittings shall be free of both visual and performance defects.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance is excluded from the statutory warranty.

Action
Defective products shall be repaired or replaced.

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

See also
6.4 FAUCET OR FIXTURE IS LEAKING
6.6 BATHTUB OR SHOWER LEAKS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.10

CONDITION
CRACKING OR CHIPPING OF PORCELAIN, ENAMEL OR FIBREGLASS SURFACES

Acceptable Performance/Condition
Surfaces exposed to view shall be free from visible damage at the time of the PDI.

Warranty
One-Year - Work and Materials
• Damage not recorded on the PDI Form is excluded from the statutory warranty.
• Damage resulting from normal wear and tear is excluded from the statutory warranty.

Action
Visible damage shall be repaired.

Remarks
Only identified damages recorded on the PDI form are eligible for warranty coverage. Maintain porcelain, enamel or fiberglass surfaces in accordance with the manufacturer’s instructions. Professional re-finishing of porcelain, enamel or fiberglass surfaces are acceptable repairs. The colour/texture of repaired areas shall match the existing as closely as possible.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.11

CONDITION
LIGHTWEIGHT (FIBREGLASS AND ACRYLIC) BATHTUB OR SHOWER BASE FLEXES AND CREAKS

Acceptable Performance/Condition
Lightweight bathtubs and showers may flex and creak when installed in accordance with Manufacturer’s specifications.

Warranty
One-Year - Work and Materials

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

Remarks
Fibreglass and acrylic bathtubs and shower enclosures are lightweight yet strong. Flexing or creaking sounds can often be heard especially in large soaker-type tubs as they are filled and emptied. These fixtures are designed to withstand this type of flexing; it does not generally represent a manufacturing or installation defect.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.12

CONDITION
MANUFACTURED SOLID-SURFACE COUNTERTOP (INTEGRATED BASIN) CRACKS AT THE DRAIN

Acceptable Performance/Condition
Manufactured solid-surface countertops shall be installed to prevent stress cracking and in accordance with the manufacturer’s specifications.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

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

Remarks
Identify any damaged countertops during the PDI and record any damage on the PDI Form, to avoid any dispute about whether the damage was caused by the builder. Manufactured solid-surface countertops can be brittle and damaged by impact. Over-tightening of drains or fasteners may cause stress cracks. Care should be taken when cleaning or servicing to prevent cracking or chipping.

See also
11.9 SCRATCHES/CHIPS ON COUNTERTOPS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.13

CONDITION
TOILET TAKES MORE THAN ONE FLUSH TO EMPTY

Acceptable Performance/Condition
Toilets (water closets) shall flush waste into the drainage system.

Warranty
One-Year - Work and Materials
• Drain restrictions due to improper maintenance are excluded from the statutory warranty.

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

Remarks
Newer low-volume toilets, which are required for new homes by the Building Code, use less water to flush waste than older models, making their operation more sensitive to the effects of the:
• amount of waste
• amount of paper
• volume of water in the tank
As a result, multiple flushes may be required.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.14

CONDITION
SEWER, DRAINS OR FIXTURES BLOCKED

Acceptable Performance/Condition
Sanitary drainage systems and fixtures shall drain waste products to a public sanitary sewer or private sewage disposal system without interruption.

Warranty
One-Year - Work and Materials
Two-Year - Delivery and Distribution Systems
Seven-Year - Major Structural Defect (private sewage disposal systems only)

• Damage caused by blocked sanitary drainage systems resulting from vegetation (e.g., tree roots), alterations made by the homeowner, improper maintenance or use, or caused by municipal services or other utilities is excluded from the warranty.

Action
• Complete failure of sanitary drainage systems is considered to be an emergency.
• The builder shall effect repairs within 24 hours of receiving notice from the homeowner. If the homeowner cannot contact the builder, the homeowner must follow the “Emergency Situations” rules in the Homeowner Information Package.
• If the homeowner expects to be reimbursed for repairs, the repairs must be documented to clearly identify the nature of the problem and repair and be illustrated with photographs.
• The builder is only responsible for reimbursement where the cause of failure results from work or material supplied by the builder. In all other cases, the homeowner is responsible for the cost of repairs.

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

See also
6.9 DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
6.15

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

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

Warranty
One-Year – Work and Materials

Action
Fixtures not meeting the acceptable condition shall be repaired.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
7. ELECTRICAL
7.1

CONDITION
FUSES BLOW OR CIRCUIT BREAKERS TRIP

Acceptable Performance/Condition
Electrical circuits shall be installed in accordance with the Ontario Electrical Safety Code.

Warranty
Two-Year - Delivery and Distribution Systems
• Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.
• Secondary damage caused by defects, such as property damage or personal injury, is excluded from the statutory warranty.

Action
Electrical circuits not meeting the acceptable performance shall be repaired.

Remarks
Circuit breakers protect electrical wiring from overloading. Frequent tripping of circuit breakers or blown fuses could result from faulty appliances and should be investigated. Some appliances have special power requirements.

Care should be taken not to overload or bypass electrical circuits. Personal injury or fire can result. Typical household wiring is installed to accommodate residential electrical loads. Specific requirements should be discussed with the builder prior to installation.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
7.2

CONDITION
GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) TRIPS FREQUENTLY

Acceptable Performance/Condition
GFCIs shall be installed in accordance with the Ontario Electrical Safety Code.

Warranty
Two-Year - Delivery and Distribution Systems
Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

Action
Electrical circuits protected by a GFCI not meeting the acceptable condition shall be repaired.

Remarks
GFCIs are sensitive safety devices installed to provide protection against electrical shock, especially in wet areas. These devices can be tripped and reset easily. Frequent tripping may indicate an appliance fault and should be investigated.

GFCIs are often interconnected with plain receptacles to protect an entire circuit.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
7.3

CONDITION
ELECTRICAL OUTLETS OR SWITCHES DON'T WORK

Acceptable Performance/Condition
Electrical outlets and switches shall be installed in accordance with manufacturer’s specifications and the Ontario Electrical Safety Code.

Warranty
Two-Year - Delivery and Distribution Systems
• Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.
• Secondary damage caused by defects, such as property damage or personal injury, is excluded from the statutory warranty.

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

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

See also
7.2 GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) TRIPS FREQUENTLY

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
7.4

CONDITION
ELECTRICAL FIXTURE DOESN'T WORK

Acceptable Performance/Condition
Electrical fixtures supplied and installed by the builder shall be installed in accordance with the manufacturer’s specifications and the Ontario Electrical Safety Code.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.
• Secondary damage caused by defects, such as property damage or personal injury, is excluded from the statutory warranty.

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

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

See also
7.2 GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) TRIPS FREQUENTLY
7.3 ELECTRICAL OUTLETS OR SWITCHES DON'T WORK

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
7.5 

CONDITION
RECEPTACLE/SWITCH COVER PLATE IS NOT FLUSH WITH THE WALL

Acceptable Performance/Condition
Electrical receptacles/switches shall be installed so that the cover plate sits generally flush with the adjacent wall surface.

Warranty
One-Year - Work and Materials
- Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
7.6

CONDITION
EXHAUST FAN DUCT TERMINATES IN ATTIC OR CRAWL SPACE

Acceptable Performance/Condition
Exhaust fans shall be ducted to the exterior in accordance with the Building Code.

Warranty
Two-Year - Ontario Building Code Health and Safety Violations
• Damage resulting from improper maintenance or additions, deletions or alterations
  made by the homeowner is excluded from the statutory warranty.

Action
Exhaust fans not meeting the acceptable performance shall be repaired.

Remarks
Exhaust fans and clothes dryers should never be ducted into heated or unheated
enclosed spaces such as basements, attics and soffits, or attached garages. Moisture
buildup in these areas can cause damage.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
7.7

CONDITION
INTERIOR LIGHT FIXTURE TARNISHED

Acceptable Performance/Condition
Interior light fixtures supplied and installed by the builder shall not tarnish.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

Action
Light fixtures not meeting the acceptable condition shall be repaired.

Remarks
Discolouration may occur due to the normal operation of the fixture. Exceeding the manufacturer’s specification for bulb wattage may also cause discolouration, which is not covered by the statutory warranty.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
7.8

CONDITION
CEILING FAN VIBRATES AND IS NOISY

Acceptable Performance/Condition
Ceiling fans shall be installed and maintained in accordance with the manufacturer’s installation instructions.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance, normal wear and tear, or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

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

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8. INTERIOR CLIMATE CONTROL
8.1

CONDITION
DRAFT FELT AT ELECTRICAL OUTLET

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

Warranty
One-Year - Work and Materials

Action
Electrical boxes not meeting the acceptable condition shall be repaired.

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

See also
8.7 INSUFFICIENT INSULATION

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.2

CONDITION
EXTERIOR AIR INFILTRATION THROUGH WINDOWS AND DOORS

Acceptable Performance/Condition
Windows and doors shall meet the rating for weather tightness required by the Building Code.

Warranty
One-Year - Work and Materials

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

Remarks
Doors and windows must be properly closed to ensure positive contact with weather stripping. Doors and windows are manufactured to meet specifications for weather tightness and are designed to withstand reasonable wind loads. Minor exterior air infiltration may occur during very windy conditions.

Weatherstripping becomes worn with use and should be inspected and replaced by the homeowner on a regular basis. Interior air movement caused by convection should not be confused with actual air leakage through the window and doors.

See also
8.7 INSUFFICIENT INSULATION

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.3

CONDITION
KITCHEN OR BATH FANS ALLOW COLD AIR INFILTRATION OR DRAFTS

Acceptable Performance/Condition
Kitchen and bath exhaust fans shall be installed with back draft dampers as per manufacturer’s specifications.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

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

Remarks
Because they are connected to the exterior by a duct, ventilation fans are indirectly open to outside air. Even though these types of fans come equipped with dampers, they are not completely effective at eliminating cold air infiltration. Sometimes they can become obstructed and not close fully.

As part of regular home maintenance, vent terminations on exterior walls should be inspected periodically to ensure the openings are not obstructed (e.g. by birds or other animals).

See also
8.7 INSUFFICIENT INSULATION

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.4

CONDITION
CONDENSATION IN ATTIC SPACE

Acceptable Performance/Condition
Condensation may occur in attics but these occurrences should be infrequent and without any adverse effect on the building.

Warranty
Two-Year - Ontario Building Code Health & Safety Violations
• Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the statutory warranty.

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

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

See also
8.7 INSUFFICIENT INSULATION

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.5

**CONDITION**

**CONDENSATION AND/OR FROST ON WINDOWS**

**Acceptable Performance/Condition**
Condensation may occur on interior window surfaces and is not covered under warranty.

**Warranty**
None.

**Action**
None.

**Remarks**
Condensation occurs when water vapour in indoor air comes in contact with cool surfaces such as window glass. Condensation on interior window surfaces is common during cold seasons. When outdoor temperatures are well below freezing, ice may form at the bottom of windows. Condensation is not water penetration.

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

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

**See also**
3.4 WINDOW GLASS AND/OR SCREEN IS DAMAGED
3.5 GLASS IS SCRATCHED
3.6 GLASS IS CRACKED
3.7 WINDOW UNIT LEAKS DURING RAIN
3.8 CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) GLASS UNIT

**Notes**
This article, as revised, applies to conciliations after January 1, 2019.
Words in italics are defined in the "TERMINOLOGY" section on page 19.
8.6

CONDITION
CONDENSATION ON INTERIOR DUCTWORK AND AIR HANDLING EQUIPMENT

Acceptable Performance/Condition
Condensation may occur on indoor ductwork and air handling equipment.

Warranty
None.

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

Action
None.

Remarks
This condition may occur in the summer when air conditioning equipment is operating or in winter when ducts are chilled by incoming outdoor air. For example, condensation may occur on range hood exhaust ducts during cold outdoor temperatures.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.7

CONDITION
INSUFFICIENT INSULATION

Acceptable Performance/Condition
Insulation shall be installed in accordance with the Building Code.

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Health & Safety Violations

Action
Insulation levels not meeting the acceptable condition shall be \textit{repaired}.

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

See also
n/a

Notes
Words in italics are defined in the “\textit{TERMINOLOGY}” section on page 19.
8.8

CONDITION
HEATING, VENTILATING OR AIRCONDITIONING (HVAC) SYSTEMS NOT INSTALLED PROPERLY

Acceptable Performance/Condition
HVAC appliances shall be installed to meet the manufacturer’s specifications and the Building Code. Ductwork and piping shall be joined and supported to maintain joint integrity.

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Health & Safety Violations
Two-Year - Heating Delivery and Distribution Systems
• Damage resulting from alterations, deletions or additions by the homeowner, or improper maintenance, is excluded from the statutory warranty.

Action
Where builder-supplied and installed appliances, ductwork and piping do not meet the acceptable performance, repairs shall be made.

Remarks
Confirm proper operation of the HVAC system during the PDI. Defects discovered after the PDI will be covered by the statutory warranty if they result from the builder’s work. Appliances such as the furnace and water heater are located at the discretion of the builder within the requirements of the governing authority.

See also
8.9 INADEQUATE HEATING
8.10 INADEQUATE COOLING

Notes
This article, as revised, applies to conciliations after January 1, 2019.
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.9

CONDITION
INADEQUATE HEATING

Acceptable Performance/Condition
Heating systems shall be capable of maintaining an indoor air temperature of:

a) 22°C in living spaces and unfinished basements
b) 15°C in crawl spaces;

at the design temperature for the geographical location.

Warranty
One-Year - Work and Materials
Two-Year - *Delivery and Distribution Systems*

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

Action
Where the heating system is not capable of maintaining the prescribed temperature, *repairs* shall be made.

Remarks
Several factors affect living space temperatures:

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

Balancing the air delivery system may not completely compensate for the effects of these factors. In determining the temperature of a room, measurements shall be taken in the center of the room at 1,500 mm above the floor.

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

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

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.10

CONDITION
INADEQUATE COOLING

Acceptable Performance/Condition
Cooling systems shall be capable of maintaining an indoor air temperature of 24°C at the design temperature for the geographical location.

Warranty
One-Year - Work and Materials
Two-Year - Delivery and Distribution Systems
- Defects in materials, design and work supplied by the homeowner, and damage resulting from improper maintenance, or from alterations, deletions or additions made by the homeowner are excluded from the statutory warranty.

Action
Where builder-supplied and installed appliances, ductwork and piping do not meet the acceptable performance, repairs shall be made.

Remarks
Sustained high outdoor temperatures exert large loads on cooling equipment; indoor temperatures will rise until outdoor temperatures return to design levels. Skylights and large window areas can allow sunlight and heat to transfer easily into the home. Temperatures tend to vary in a multi-storey home due to normal air movement patterns. Heat gain calculations and duct designs assist in determining the equipment size and adequacy of the cooling system. Cooling is not a requirement of the Building Code.

See also
8.8 HEATING, VENTILATING OR AIR CONDITIONING (HVAC) SYSTEMS NOT INSTALLED PROPERLY
8.16 AIR CONDITIONING COOLANT LINE LEAKS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.11

CONDITION
NOISY DUCTWORK

Acceptable Performance/Condition
Ductwork may make noise as it expands and contracts during heating and cooling cycles.

Warranty
None.

Action
None.

Remarks
None.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.12

CONDITION
DUCTWORK MAKES NOISE WHEN FLOOR IS WALKED ON- COMMONLY KNOWN AS “OIL CANNING”

Acceptable Performance/Condition
Ductwork shall be constructed and installed to prevent "oil canning".

Warranty
One-Year - Work and Materials
• Damage due to normal shrinkage of materials caused by drying after construction is not covered by the statutory warranty.

Action
Ductwork not meeting the acceptable performance shall be repaired.

Remarks
Weight transfer on floors over metal ductwork can sometimes result in a temporary deflection of the metal ductwork. Shrinkage of floor joists may cause “oil canning”.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.13

**CONDITION**
NOISE CAN BE HEARD AT REGISTER

**Acceptable Performance/Condition**
Floor registers and cold air return grilles shall be installed to prevent rattling.

**Warranty**
One-Year - Work and Materials
Damage resulting from improper maintenance, or from additions, deletions or alterations made by the *homeowner* is excluded from the statutory warranty.

**Action**
Floor registers or cold air return grilles not meeting the acceptable condition shall be *repaired*.

**Remarks**
The sound of air movement at floor registers or cold air return grilles is *normal*, but they should not rattle under *normal* use.

**See also**
8.11 NOISY DUCTWORK

**Notes**
Words in italics are defined in the “**TERMINOLOGY**” section on page 19.
8.14

CONDITION
DUCTWORK COMES APART

Acceptable Performance/Condition
Ductwork shall be joined and supported to prevent separation or detachment and maintain joint integrity.

Warranty
Two-Year - Delivery and Distribution Systems
• Damage resulting from improper maintenance, or from additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

Action
Ductwork not meeting the acceptable condition shall be repaired.

Remarks
None.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.15

CONDITION
CONDENSATE LINE IS BLOCKED

Acceptable Performance/Condition
Condensate lines from furnaces, air conditioning condenser coils and heat recovery ventilators shall be free from blockage.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear or improper maintenance is excluded from the statutory warranty.

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

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.16

CONDITION
AIR CONDITIONING COOLANT LINE LEAKS

Acceptable Performance/Condition
Air conditioning systems supplied and installed by the builder shall not leak.

Warranty
One-Year - Work and Materials
- Damage resulting from improper maintenance, or from additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

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

Remarks
None.

See also
8.10 INADEQUATE COOLING

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
8.17

CONDITION
THERE ARE GAPS BETWEEN HEAT DIFFUSERS, COLD AIR RETURN GRILLES AND VENTILATION GRILLES AND THE ADJACENT SURFACE

Acceptable Performance/Condition
Heat diffusers, cold air return grilles and ventilation intake grilles shall be installed securely and be generally flush with the adjacent surface. Minor gaps between the diffuser or grille and the adjacent surface are acceptable.

Warranty
One-Year - Work and Materials
- Damage resulting from improper maintenance, or from additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

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

Remarks
None.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9. WALL AND CEILING FINISH
9.1

CONDITION
CEILING IS UNEVEN

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

Warranty
One-Year - Work and Materials
- An isolated bulge or area of waviness in the ceiling caused by normal shrinkage of materials due to drying after construction is excluded from the statutory warranty.

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

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

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

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

See also
9.2 CEILING TEXTURE IS UNEVENLY APPLIED
9.3 GYPSUM WALLBOARD CORNERS ARE UNEVEN
9.5 CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS “TRUSS UPLIFT”

Notes
This article, as revised, applies to conciliations after January 1, 2019.
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.2

CONDITION
CEILING TEXTURE IS UNEVENLY APPLIED

Acceptable Performance/Condition
In a room or area, applied ceiling texture (i.e. stipple) shall appear generally uniform when viewed from a normal viewing position under normal lighting conditions.

Warranty
One-Year - Work and Materials

Action
Ceiling texture not meeting the acceptable condition shall be repaired.

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

See also
9.1 CEILING IS UNEVEN

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.3

CONDITION
GYPSUM WALLBOARD CORNERS ARE UNEVEN

Acceptable Performance/Condition
Gypsum wallboard corners shall appear generally even and uniform when viewed under normal lighting conditions from a normal viewing position.

Warranty
One-Year - Work and Materials

Action
Joints not meeting the condition shall be repaired.

Remarks
Minor waviness may be more apparent in corners that are not right-angled and is acceptable.

See also
3.1 WALL IS OUT OF PLUMB
3.2 WALL IS BOWED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.4

CONDITION
CRACKS IN INTERIOR WALL AND CEILING SURFACES

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

Warranty
One-Year - Work and Materials
• Cracks resulting from normal shrinkage of materials due to drying after construction are excluded from the statutory warranty.

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

Remarks
Cracks are not unusual in drywall compound at joints, particularly at corners. Most cracks are a result of normal shrinkage and are generally not warranted. The repair of normal shrinkage cracks is at the builder’s discretion and sanding and repainting is not required. Builder’s specific policies with respect to drywall repair will vary. These repairs are best left until the framing has settled.

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

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.5

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

Acceptable Performance/Condition
Cracks resulting from normal shrinkage are acceptable; crack width in excess of 4 mm is not acceptable.

Warranty
One-Year - Work and Materials
• Cracks resulting from normal shrinkage of materials caused by drying after construction are excluded from the statutory warranty.

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

Remarks
Truss uplift may occur when outdoor temperatures are considerably colder than indoor temperatures. It can appear as a minor crack or a larger gap. Repairs should be deferred until such time as the truss returns to its original position.

See also
9.4 CRACKS IN INTERIOR WALL AND CEILING SURFACES

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.6

CONDITION
DRYWALL SURFACE BLEMISHES INCLUDING NAIL/SCREW POPS, BLISTERS IN TAPED JOINTS, TROWEL MARKS, EXCESS JOINT COMPOUND AND DENTS OR GOUGES

Acceptable Performance/Condition
Interior finished drywall (excluding garages and unfinished areas) shall be free from damage (dents and gouges) at the time of the PDI and be installed according to the Building Code. Blemishes readily noticeable when viewed under normal lighting conditions from a normal viewing position 1,800 mm perpendicular distance from the wall surface are unacceptable.

Warranty
One-Year - Work and Materials
- Nail pops resulting from normal shrinkage of materials due to drying after construction are excluded from the statutory warranty.
- Damaged areas of drywall not recorded on the PDI Form are excluded from the statutory warranty unless the homeowner is able to establish that the damage was caused by the builder.

Action
Only warranted drywall surface blemishes shall be repaired and refinished to match original builder-applied finish as closely as possible.

Remarks
Identify any damaged drywall surfaces (dents and gouges) on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Surface blemishes in drywall are not unusual at joints and at corners. The repair of surface blemishes resulting from normal shrinkage is at the builder’s discretion and sanding and repainting is not required. Builder’s specific policies with respect to drywall repairs will vary. Often these repairs are best left until the framing has settled.

See also
9.4 CRACKS IN INTERIOR WALL AND CEILING SURFACES
9.5 CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS “TRUSS UPLIFT”

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.7

CONDITION
FINISH OF PAINTED GYPSUM WALLBOARD (DRYWALL) VARIES

Acceptable Performance/Condition
Variations in the surface texture of finished gypsum wallboard (drywall) are normal.

Warranty
None.

Action
None.

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

See also
9.2 CEILING TEXTURE IS UNEVENLY APPLIED
9.8 FINISHED SURFACE IS ROUGH

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.8

CONDITION
FINISHED SURFACE IS ROUGH

Acceptable Performance/Condition
Surfaces that are touched during normal use shall be uniformly smooth. Surfaces not touched during normal use shall appear smooth when viewed without magnification, from a minimum distance of 1,500 mm under normal lighting conditions and from a normal viewing position.

Warranty
One-Year - Work and Materials

Action
Surfaces not meeting the acceptable condition shall be made smooth and refinished.

Remarks
The open grain in some wood surfaces tends to show a rough appearance yet feel smooth; this is a natural property of wood and is acceptable.

See also
9.7 FINISH OF PAINTED GYPSUM WALLBOARD (DRYWALL) VARIES

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.9

CONDITION
PAINT FINISH IS UNACCEPTABLE

Acceptable Performance/Condition
A properly painted surface shall be produced on every exposed surface where a painted finish is specified. A properly painted surface shall be assessed by viewing, without magnification, from a minimum perpendicular distance of 1,500 mm under normal lighting conditions and from a normal viewing position.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear are excluded from the statutory warranty.

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

Remarks
Natural lighting conditions throughout the day may change the appearance of the properly painted surface. Brush marks are acceptable in cut-in areas and on trim and may vary in appearance with paint type. Repainted areas shall match the original finished surface for colour, sheen and texture as closely as possible.

See also
9.7 FINISH OF PAINTED GYPSUM WALLBOARD (DRYWALL) VARIES
9.8 FINISHED SURFACE IS ROUGH
10.21 INTERIOR DOOR EDGE IS NOT PAINTED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.10

CONDITION
CLEAR INTERIOR FINISHES HAVE DETERIORATED

Acceptable Performance/Condition
Clear interior finishes shall not deteriorate to the extent that they expose the substrate beneath.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear is excluded from the statutory warranty.

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

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

See also
9.12 WALL COVERING IS PEELING

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.11

CONDITION
PAINT IS SPLATTERED ON SURFACES NOT INTENDED TO BE PAINTED

Acceptable Performance/Condition
Interior surfaces not intended to be painted shall not have paint splatters when viewed under *normal* lighting conditions from a *normal* viewing position.

Warranty
One-Year - Work and Materials

Action
Surfaces not meeting acceptable condition shall be *repaired*.

Remarks
None.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.12

CONDITION
WALLCOVERING IS PEELING

Acceptable Performance/Condition
Wallcoverings shall not be peeling at the time of the PDI. This condition is warranted only where a defect in work or material is demonstrated.

Warranty
One-Year - Work and Materials
• Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation is excluded from the statutory warranty.
• Additions, deletions or alterations by the homeowner are not covered by the statutory warranty.

Action
Wallcoverings not meeting the acceptable condition shall be repaired.

Remarks
High humidity levels can create conditions that can cause wallcoverings to peel. Ventilation of rooms and spaces can help control indoor humidity.

See also
9.10 CLEAR INTERIOR FINISHES HAVE DETERIORATED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.13

CONDITION
PATTERNS IN WALLCOVERING ARE MISMATCHED AT THE EDGES

Acceptable Performance/Condition
Wallcoverings shall be installed to achieve a generally uniform appearance when viewed under normal lighting conditions and from a normal viewing position, within the manufacturer's tolerances.

Warranty
One-Year - Work and Materials
• Additions, deletions or alterations by the homeowner are not covered by the statutory warranty.

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

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

See also
9.7 FINISH OF PAINTED GYPSUM WALLBOARD (DRYWALL) VARIES
9.8 FINISHED SURFACE IS ROUGH
9.9 PAINT FINISH IS UNACCEPTABLE

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.14

CONDITION
WATER PENETRATION BEHIND CERAMIC TILE AND BATHTUB OR SHOWER ENCLOSURES

Acceptable Performance/Condition
Joints between ceramic tiles and adjacent surfaces shall prevent water penetration.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance and normal wear and tear is excluded from the statutory warranty.

Action
Ceramic tile installation not meeting the acceptable performance shall be repaired.

Remarks
The owner must regularly inspect and maintain the “soft caulked joints” between the ceramic tiles and adjacent surfaces. Grout joints between individual ceramic tiles may deteriorate over time under normal use; periodic maintenance is required.

See also
6.6 BATHTUB OR SHOWER LEAKS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
9.15

CONDITION
MILDEW OR FUNGUS IS VISIBLE ON INTERIOR SURFACES

Acceptable Performance/Condition
Interior surfaces shall be free of visible mildew and fungus at the time of the PDI. This condition is warranted where there is a demonstrated Building Code violation or defect in work or material supplied by the builder.

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Health & Safety Violations
• Mildew and fungus resulting from improper maintenance and normal wear and tear are excluded from the statutory warranty.

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

Remarks
Note any concerns about visible mildew or fungus on the PDI Form to avoid any dispute about whether the condition was caused by improper maintenance or normal wear and tear. Mildew and fungus often occur when indoor humidity levels are high. Ventilation of rooms and spaces can help control indoor humidity.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10. INTERIOR FINISH
10.1

CONDITION
INTERIOR DOOR IS WARPED

Acceptable Performance/Condition
Interior doors leading to rooms or spaces shall not permanently warp more than 6 mm beyond the edge of the doorjamb when the door is closed. In the case of double doors, one leaf shall not permanently warp more than 6 mm beyond the face of the adjacent door leaf.

Warranty
One-Year - Work and Materials
• Damage caused by normal shrinkage of materials due to drying after construction is excluded from the statutory warranty.

Action
Doors not meeting the acceptable condition shall be repaired.

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

See also
10.3 POCKET DOOR RUBS
10.6 DOOR DRAGS ON THE FLOOR

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.2

CONDITION
BI-FOLD AND SLIDING DOORS COME OFF TRACKS

Acceptable Performance/Condition
Bi-fold and sliding doors shall operate freely and remain on their tracks during normal operation.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear or improper maintenance is excluded from the statutory warranty.

Action
Doors not meeting the acceptable performance shall be repaired.

Remarks
Confirm proper operation of the doors during the PDI. Defects discovered after the PDI will be covered under the warranty if they result from the Builder’s work. However, bi-fold and sliding doors may require adjustment from time to time to maintain alignment and hardware may need to be cleaned and lubricated as part of normal home maintenance.

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

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.3

CONDITION
POCKET DOOR RUBS

Acceptable Performance/Condition
The face of a pocket door shall not rub against the surrounding framing, doorjamb or casing during normal operation.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear and improper maintenance is excluded from the statutory warranty.

Action
Doors not meeting the acceptable performance shall be repaired.

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

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

See also
10.1 INTERIOR DOOR IS WARPED
10.6 DOOR DRAGS ON THE FLOOR

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.4

CONDITION
DOOR RUBS ON THE DOORJAMB OR DOES NOT LATCH

Acceptable Performance/Condition
Doors shall operate without rubbing on the doorjamb and latches shall engage with relative ease.

Warranty
One-Year - Work and Materials
- Damage resulting from normal wear and tear and improper maintenance is excluded from the statutory warranty.

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

Remarks
Confirm proper operation of the doors during the PDI. Defects discovered after the PDI will be covered under the statutory warranty if they result from the builder’s work. Slight pressure may be required to engage the latch. Seasonal humidity levels may cause doors and jambs to swell, resulting in temporary rubbing; this is acceptable.

See also
10.1 INTERIOR DOOR IS WARPED
10.3 POCKET DOOR RUBS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.5

CONDITION
WOOD DOOR PANEL HAS SPLIT

Acceptable Performance/Condition
Cracks, where normal light is visible through the door, are not acceptable. Minor cracks that do not allow light through the door are acceptable.

Warranty
One-Year - Work and Materials
• Damage resulting from normal shrinkage due to drying after construction is excluded from the statutory warranty.

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

Remarks
None.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.6

CONDITION
DOOR DRAGS ON THE FLOOR

Acceptable Performance/Condition
Doors shall not contact the floor unless the door is specifically designed to do so.

Warranty
One-Year - Work and Materials
• Defects in materials, design and work supplied by the homeowner are excluded from the statutory warranty.

Action
Doors not meeting the acceptable performance shall be repaired.

Remarks
Confirm proper operation of the doors during the PDI. Defects discovered after the PDI will be covered under the warranty if they result from the builder’s work. Interior doors are typically undercut to facilitate air movement through the house. See section 8.9 "Inadequate Heating" for space under interior doors.

See also
10.1 INTERIOR DOOR IS WARPED
10.4 DOOR RUBS ON THE DOORJAMB OR DOES NOT LATCH

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.7

CONDITION
GAP BETWEEN THE DOOR AND THE DOORJAMB IS NOT UNIFORM

Acceptable Performance/Condition
The width of the gap may vary on different sides or edges of the door. On any specific side or edge of the door, the door and jamb shall be in general visual alignment; variance in the gap shall not exceed double the narrowest dimension along that side or edge.

Warranty
One-Year - Work and Materials
• Damage resulting from normal shrinkage of materials due to drying after construction is excluded from the statutory warranty.

Action
Doors not meeting the acceptable performance shall be repaired.

Remarks
None.

See also
10.1 INTERIOR DOOR IS WARPED
10.4 DOOR RUBS ON THE DOORJAMB OR DOES NOT LATCH

Notes
Words in italics are defined in the “Terminology” section on page 19.
10.8

CONDITION
INTERIOR DOOR SWINGS OPEN OR CLOSES BY ITSELF

Acceptable Performance/Condition
Interior doors shall be installed sufficiently plumb and square so they do not swing by themselves due to the force of gravity alone.

Warranty
One-Year - Work and Materials
- Damage resulting from alterations, deletions or additions by the homeowner is excluded from the statutory warranty.

Action
Doors not meeting the acceptable performance shall be repaired.

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

See also
10.1 INTERIOR DOOR IS WARPED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.9

CONDITION
DOORS BIND FROM IMPROPERLY INSTALLED HINGES

Acceptable Performance/Condition
Doors shall not bind on their hinges.

Warranty
One-Year - Work and Materials

Action
Doors not meeting the acceptable performance shall be repaired.

Remarks
Confirm proper operation of the doors during the PDI. Defects discovered after the PDI will be covered under the warranty if they result from the builder’s work. Hinges that are not aligned or are excessively recessed into the jamb or door may cause the door to bind; this is not acceptable.

See also
10.4 DOOR RUBS ON THE DOORJAMB OR DOES NOT LATCH

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.10

CONDITION
HINGES ARE PAINTED

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

Warranty
One-Year - Work and Materials
• Damage resulting from alterations, deletions or additions by the homeowner is excluded from the statutory warranty.

Action
Hinges not meeting the acceptable performance shall be repaired.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.11

CONDITION
GAPS EXIST BETWEEN STAIR PARTS

Acceptable Performance/Condition
Stair parts (risers, treads, and stringers), where exposed to view in finished areas, shall be fitted to minimize gaps, having aligned surfaces or be filled with a compatible material to achieve the same result.

Warranty
One-Year - Work and Materials
• Damage caused by normal shrinkage of materials due to drying after construction is excluded from the statutory warranty.

Action
Stairs not meeting the acceptable condition shall be repaired.

Remarks
Stair parts do not include applied trim and moulding. See section 10.15 “Joint Quality of Interior Trim and Moulding Work”.

See also
10.15 JOINT QUALITY OF INTERIOR TRIM AND MOULDING WORK

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.12

CONDITION
SQUEAKING STAIR RISER OR TREAD

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

Warranty
One-Year - Work and Materials
- Squeaks caused by *normal* shrinkage of materials due to drying after construction, improper maintenance or *normal* wear and tear to the stair are excluded from the statutory warranty.

Action
Loose/inadequately fastened risers and treads shall be *repaired*.

Remarks
Extended low-humidity indoor environments can cause excessive shrinkage in the wood resulting in loose stair connections. The homeowner must maintain indoor humidity levels to prevent excessive drying of materials. A squeak-free stair may not be attainable.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.13

CONDITION
GAPS EXIST BETWEEN RAILING PARTS

Acceptable Performance/Condition
Railing parts shall be fitted to minimize gaps; structural integrity of the joint shall not be affected by minor gaps.

Warranty
One-Year - Work and Materials
- Gaps resulting from normal shrinkage of materials due to drying after construction are excluded from the statutory warranty.

Action
Railings not meeting the acceptable condition shall be repaired.

Remarks
Minor gaps may exist due to different methods of fabrication of the railing.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.14

CONDITION
STAIR RAILINGS LACK RIGIDITY

Acceptable Performance/Condition
Stair railings shall be securely constructed in accordance with the Building Code.

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Health & Safety Violations

Action
Stair railings not meeting the acceptable condition shall be repaired.

Remarks
Even when installed in accordance with the Building Code, slight movement in stair railings may occur under normal use and is acceptable.
The selection of materials and the design of the stair railing can affect rigidity.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.15

CONDITION
JOINT QUALITY OF INTERIOR TRIM AND MOULDING WORK

Acceptable Performance/Condition
Joints in trim, where exposed to view, shall be tightly fitted and have aligned surfaces or be filled with a compatible material to achieve the same result; cracks in excess of 1.5 mm are not acceptable.

Warranty
One-Year - Work and Materials
• Minor gaps caused by normal shrinkage of materials due to drying after construction are excluded from the statutory warranty.

Action
Joints not meeting the acceptable condition shall be repaired.

Remarks
None.

See also
10.11 GAPS EXIST BETWEEN STAIR PARTS
10.17 INTERIOR TRIM IS SPLIT
10.18 HAMMER MARKS ARE VISIBLE ON TRIM

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.16

CONDITION
NAILHEADS AND FASTENERS ARE NOT PROPERLY SET OR FILLED

Acceptable Performance/Condition
Nailheads and fasteners shall not protrude above the surface. Where nailheads and fasteners have been set below the surface they shall be filled with compatible filler unless designed otherwise. Filler may be noticeable under normal lighting conditions.

Warranty
One-Year - Work and Materials

Action
Nailheads and fasteners not meeting the acceptable condition shall be repaired.

Remarks
This does not apply in unfinished rooms or spaces.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.17

CONDITION
INTERIOR TRIM IS SPLIT

Acceptable Performance/Condition
Trim shall not have visible splits.

Warranty
One-Year - Work and Materials
• Damage caused by normal shrinkage of materials due to drying after construction is excluded from the statutory warranty.

Action
Trim not meeting the acceptable condition shall be repaired.

Remarks
Filler may be used to repair splits.

See also
10.15 JOINT QUALITY OF INTERIOR TRIM AND MOULDING WORK

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.18

CONDITION
HAMMER MARKS ARE VISIBLE ON TRIM

Acceptable Performance/Condition
Interior finished trim shall be free from visible hammer marks at the time of the PDI.

Warranty
One-Year - Work and Materials

Action
Trim not meeting the acceptable condition shall be repaired.

Remarks
Damaged interior finished trim not identified on the PDI Form may be excluded from the statutory warranty, unless the homeowner is able to establish that the damage was caused by the builder. Repaired areas shall match the original finished surface for colour, sheen and texture as closely as possible.

See also
10.15 JOINT QUALITY OF INTERIOR TRIM AND MOULDING WORK

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.19

CONDITION
RESIN BLEEDING THROUGH PAINTED FINISH

Acceptable Performance/Condition
Resin shall not bleed through painted finish on trim.

Warranty
One-Year - Work and Materials

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

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.20

CONDITION
WALL AREA AROUND COLD ROOM DOOR IS UNFINISHED

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

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Health & Safety Violations
• Damage resulting from alterations, deletions or additions made by the homeowner is excluded from the statutory warranty.

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

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.21

CONDITION
INTERIOR DOOR EDGE IS NOT PAINTED

Acceptable Performance/Condition
Where an interior door is intended to be painted and the door edges are visible, they shall also be painted.

Warranty
One-Year - Work and Materials

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

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

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

See also
9.9 PAINT FINISH IS UNACCEPTABLE.

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.22

CONDITION
STAIRS, TREADS AND/OR LANDINGS ARE OUT OF LEVEL

Acceptable Performance/Condition
Stairs shall be installed in accordance with the Building Code.

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code - Health and Safety

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

Remarks
None.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.23

CONDITION
UNFILLED GAPS BETWEEN BASEBOARDS AND WALL

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

Warranty
One-Year - Work and Materials

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

Action
Gaps not meeting the acceptable condition shall be repaired.

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

See also
n/a

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

Words in italics are defined in the “TERMINOLOGY” section on page 19.
10.24

CONDITION
GAP BETWEEN BASEBOARD TRIM AND FINISHED FLOOR SURFACE

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

Warranty
One-Year - Work and Materials

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

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

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

See also
10.11 GAPS EXIST BETWEEN STAIR PARTS
10.17 INTERIOR TRIM IS SPLIT
10.18 HAMMER MARKS ARE VISIBLE ON TRIM

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

Words in italics are defined in the “TERMINOLOGY” section on page 19.
11. CABINETS AND COUNTERTOPS
11.1

CONDITION
GAP BETWEEN CABINETS AND CEILINGS OR WALLS

Acceptable Performance/Condition
Cabinets shall be fitted to each other. Where cabinets abut walls and ceilings, visible gaps in excess of 3 mm are not acceptable.

Warranty
One-Year - Work and Materials
• Damage resulting from normal shrinkage of materials due to drying after construction is excluded from the statutory warranty.

Action
Cabinets not meeting the acceptable condition shall be repaired.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
11.2

CONDITION
CABINETS DO NOT LINE UP WITH EACH OTHER

Acceptable Performance/Condition
Cabinets shall be aligned with adjacent cabinets and filler panels on the same level to provide a generally uniform appearance when viewed from a normal viewing position.

Warranty
One-Year - Work and Materials
• Damage due to normal wear and tear is excluded from the statutory warranty.

Action
Cabinets not meeting the acceptable condition shall be repaired.

Remarks
Cabinet doors can become misaligned through normal use; normal home maintenance includes adjusting the cabinet doors from time to time.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
11.3

CONDITION
CABINET DOORS AND DRAWER FACES ARE WARPED

Acceptable Performance/Condition
Cabinet doors and drawer faces shall not permanently warp.

Warranty
One-Year - Work and Materials

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

Remarks
Humidity levels in the home affect cabinet doors and drawer faces made from natural wood products. Some movement can be expected.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
11.4

CONDITION
CABINET DOOR OR DRAWER BINDS OR RUBS

Acceptable Performance/Condition
Cabinet doors and drawers shall be installed so they don’t bind or rub under normal use.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear or improper maintenance is excluded from the statutory warranty.

Action
Doors and drawers not meeting the acceptable condition shall be repaired.

Remarks
Cabinet doors and drawers can become misaligned through normal use; normal home maintenance includes adjusting the cabinet doors and drawers from time to time.

See also
11.3 CABINET DOORS AND DRAWER FACES ARE WARPED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
11.5

CONDITION
CABINET DOORS WILL NOT STAY CLOSED

Acceptable Performance/Condition
Doors shall stay in position when closed.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear or improper maintenance is excluded from the statutory warranty.

Action
Doors not meeting the acceptable condition shall be repaired.

Remarks
Cabinet doors can become misaligned through normal use; normal home maintenance includes adjusting the cabinet doors from time to time.

See also
11.3 CABINET DOORS AND DRAWER FACES ARE WARPED
11.4 CABINET DOOR OR DRAWER BINDS OR RUBS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
11.6

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

Acceptable Performance/Condition
Laminated countertops shall not have localized bumps or swells at the time of the PDI.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance is excluded from the statutory warranty.

Action
Countertops not meeting the acceptable condition shall be repaired.

Remarks
Damaged countertops not identified on the PDI Form may be excluded from the statutory warranty, unless the homeowner is able to establish that the damage was caused by the builder. Countertops are susceptible to damage from standing water. Care must be taken to ensure that countertops are kept free of standing water at joints and openings at sinks and faucets.

See also
11.7 LAMINATED COUNTERTOP IS DELAMINATED
11.8 CRACKS IN COUNTERTOP SURFACES

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
11.7

CONDITION
LAMINATED COUNTER TOP IS DELAMINATED

Acceptable Performance/Condition
The surface of laminated countertops shall not delaminate.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear and improper maintenance is excluded from the statutory warranty.

Action
Countertops not meeting the acceptable condition shall be repaired.

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

See also
11.6 LAMINATED COUNTER TOP (INCLUDING SEAMS, JOINTS OR EDGES) HAS SWELLED
11.8 CRACKS IN COUNTER TOP SURFACES

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
11.8

CONDITION
CRACKS IN COUNTERTOP SURFACES

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

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear is excluded from the statutory warranty.

Action
Countertops not meeting the acceptable condition shall be repaired.

Remarks
Damaged countertops not identified on the PDI Form may be excluded from the statutory warranty, unless the homeowner is able to establish that the damage was caused by the builder. Solid-surface countertops can be brittle and damaged by impact.

Care should be taken when cleaning or servicing to prevent cracking or chipping. Sitting or dropping heavy objects on the countertop can create excessive loads that can cause cracking.

See also
11.6 LAMINATED COUNTERTOP (INCLUDING SEAMS, JOINTS OR EDGES) HAS SWELLED
11.7 LAMINATED COUNTERTOP IS DELAMINATED
11.10 SEAMS (JOINTS) IN STONE COUNTERTOPS ARE TOO WIDE OR OPEN
11.11 SURFACE PITS, FISSURES OR VEINS IN NATURAL STONE COUNTERTOPS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
11.9

CONDITION
SCRATCHES/CHIPS ON COUNTERTOPS

Acceptable Performance/Condition
Countertop surfaces exposed to view shall be free from visible damage at the time of the PDI.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear is excluded from the statutory warranty.

Action
Visible damage shall be repaired.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
11.10

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

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

Warranty
One-Year - Work and Materials
• Cracks resulting from normal shrinkage of materials caused by drying after construction are excluded from the statutory warranty.

Action
Countertops not meeting the acceptable condition shall be repaired.

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

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

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

See also
11.8 CRACKS IN COUNTERTOP SURFACES
11.11 SURFACE PITS, FISSURES OR VEINS IN NATURAL STONE COUNTERTOPS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
11.11

CONDITION
SURFACE PITS, FISSURES OR VEINS IN NATURAL STONE COUNTERTOPS

Acceptable Performance/Condition
Surface pits, fissures or veins in stone countertops are typical characteristics of quarried materials and are acceptable.

Warranty
None.

Action
None.

Remarks
Quarried stone is a product of nature and is not subject to the rules of consistency that apply to manufactured materials. Pits and fissures as well as variations in tonal qualities, veining and shading are all natural characteristics and generally desirable.

See also
11.8 CRACKS IN COUNTERTOP SURFACES
11.10 11.10 SEAMS (JOINTS) IN STONE COUNTERTOPS ARE TOO WIDE OR OPEN
11.12 STAINING OF NATURAL STONE PRODUCTS

Notes
This article, as revised, applies to conciliations after January 1, 2019.
Words in italics are defined in the “TERMINOLOGY” section on page 19.
11.12

CONDITION
STAINING OF NATURAL STONE PRODUCTS

Acceptable Performance/Condition
Natural quarried stone products are subject to staining, even when sealed.

Warranty
None.

Action
None.

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

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

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

See also
11.8 CRACKS IN COUNTERTOP SURFACES
11.10 SEAMS (JOINTS) IN STONE COUNTERTOPS ARE TOO WIDE OR OPEN
11.11 SURFACE PITS, FISSURES OR VEINS IN NATURAL STONE COUNTERTOPS

Notes
This Article applies to all conciliations after January 1, 2019.
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12. FLOORING
12.1

CONDITION
TRANSITION BETWEEN DIFFERENT TYPES OF FLOORING IS NOT FLUSH

Acceptable Performance/Condition
An abrupt change in height where different floor finishes abut is acceptable provided
the transition is suitably eased (see Remarks).

Warranty
One-Year - Work and Materials

Action
Where the acceptable performance has not been met, repairs shall be made.

Remarks
The subfloor provides the even base on which all finished flooring materials are installed.
Changes in height between different flooring materials are caused by material thickness
and/or installation methods.

Standard practice (unless discussed prior to construction and specified in the Agreement
of Purchase and Sale or contract) is to install a transition strip of a material such as
wood, metal or marble to ease the change in height. These transition strips do not
constitute a tripping hazard and may be used at the builder's discretion. Transition strips
may vary in material, colour, grain and/or dimension.

See also
12.2 FINISHED FLOOR IS UNEVEN

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.2

CONDITION
FINISHED FLOOR IS UNEVEN

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

Warranty
One-Year - Work and Materials
- Ridges and depressions caused by normal shrinkage of materials are excluded from the statutory warranty.

Action
Visible ridges or depressions exceeding the acceptable condition shall be repaired.

Remarks
The homeowner must maintain finished flooring in accordance with manufacturer's recommendations and prevent the accumulation of water on flooring.

When evaluating texture finishes in natural or manufactured floor tiles, the compared tiles shall be from the same room or defined area. Surface variations in natural or manufactured stone tiles are considered to be desirable characteristics of the product. However, when used on a floor or walking surface the variations should not be greater than 6 mm where they would constitute a trip hazard.

Variations in grout and/or flooring colour are to be expected when making repairs. For dye lot variations in ceramic floor tiles see Item 12.34. For variations in colour in natural stone tile installations (granite, marble, travertine, slate and limestone) see Item 12.35.

See also
12.1 TRANSITION BETWEEN DIFFERENT TYPES OF FLOORING IS NOT FLUSHED
12.34 DYE LOT VARIATIONS IN CERAMIC FLOOR TILES
12.35 VARIATION IN COLOUR IN NATURAL STONE TILE INSTALLATIONS (GRANITE, MARBLE, TRAVERTINE, SLATE AND LIMESTONE)
12.2 (CONTINUED)

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

Notes

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

Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.3

CONDITION
PATTERN OF FINISHED FLOORING IS OUT OF ALIGNMENT WITH ADJACENT WALL SURFACES

Acceptable Performance/Condition
Finished flooring shall be installed in general visual alignment with adjacent wall surfaces. Variation greater than 12.5 mm in 1,800 mm is not acceptable when visible in a room used for its intended purpose.

Warranty
One-Year - Work and Materials

Action
Finished flooring not meeting the acceptable condition shall be repaired.

Remarks
This does not apply to angled or curved walls or flooring not designed to be aligned. The method of repair will vary with the type of finished flooring installed.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.4

CONDITION
CARPET SEAM IS VISIBLE

Acceptable Performance/Condition
Carpet seams shall be installed with the backing tightly fitted in accordance with the manufacturer’s specifications.

Warranty
One-Year - Work and Materials
• Damaged carpet seams resulting from normal wear and tear or improper maintenance are excluded from the statutory warranty.

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

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

Where carpets must be cut to execute floor repairs, seams in the repair area may be more visible. Location of carpet seams may vary due to predetermined manufactured widths and installation restrictions and are discretionary. Seams around pickets and end caps on stairs are often visible.

See also
12.5 CARPET IS LOOSE OR STRENGTHING HAS OCCURRED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.5

CONDITION
CARPET IS LOOSE OR STRETCHING HAS OCCURRED

Acceptable Performance/Condition
Carpeting shall be installed in accordance with the manufacturer’s specifications to prevent loosening at edges, separation from its point of attachment and to minimize stretching under normal use.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance, normal wear and tear, or dampness or condensation due to failure of the homeowner to maintain adequate ventilation is excluded from the statutory warranty.

Action
Carpet not meeting the acceptable condition shall be repaired.

Remarks
Carpets should be maintained in accordance with manufacturer’s recommendations. The use of inappropriate cleaning equipment can damage carpet material.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.6

CONDITION
SPOTS OR FADING ON CARPET

Acceptable Performance/Condition
Carpet shall be free from spots and faded areas.

Warranty
One-Year - Work and Materials

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

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

Remarks
Identify any damaged carpeting at the PDI to avoid any dispute about whether the damage was caused by the builder. Repaired area may be visible as a result of variable lighting conditions or different material dye lot.

See also
12.7 CARPET NOT UNIFORM IN COLOUR
12.8 CARPET HAS DARK STAINS AROUND PERIMTER OF ROOMS AND AT HEATING REGISTERS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.7

CONDITION
CARPET NOT UNIFORM IN COLOUR

Acceptable Performance/Condition
Within a room or defined area, carpet shall be uniform in colour, texture and pattern when viewed under normal lighting conditions. Carpet pieces in the same room or defined area shall be installed with the pile oriented in the same direction. Minor variation between dye lots is acceptable.

Warranty
One-Year - Work and Materials

Action
Carpet not meeting the acceptable condition shall be repaired.

Remarks
Slight variation in colour may occur due to different lighting effects and at transitions between rooms or areas. Doorways and thresholds are acceptable locations where pile direction may change.

See also
12.6 SPOTS OR FADING ON CARPET
12.8 CARPET HAS DARK STAINS AROUND PERIMETER OF ROOMS AND AT HEATING REGISTERS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.8

CONDITION
CARPET HAS DARK STAINS AROUND PERIMETER OF ROOMS AND AT HEATING REGISTERS

Acceptable Performance/Condition
Dark stains on carpet around room perimeters and at heating registers, commonly called “carbon black”, are an occupant use and house location issue. Sources of carbon rarely relate to work and material supplied by the builder.

Warranty
None.
• Stains resulting from normal wear and tear or improper maintenance are excluded from the statutory warranty.

Action
The homeowner shall ensure that furnaces, fireplaces, and other combustion appliances within the home are not leaking products of combustion.

Remarks
Dark staining often results from airborne carbon material settling out on synthetic or magnetic surfaces such as televisions screens, carpets and magnetic seals on refrigerators. Burning scented candles contributes to carpet staining. Light-coloured synthetic carpets accentuate this condition.

See also
12.6 SPOTS OR FADING ON CARPET
12.7 CARPET NOT UNIFORM IN COLOUR

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.9

CONDITION
HOLLOW AREAS IN UNDERPAD BELOW CARPET SURFACE

Acceptable Performance/Condition
Carpet underpad shall provide a continuous surface of support for the carpet.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear, such as furniture loads that may cause local depressions, is excluded from the statutory warranty.

Action
Hollow areas in underpad shall be repaired.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.10

CONDITION
PROTRUSIONS APPEAR ON THE SURFACE OF RESILIENT FLOORING WITHOUT BREAKING THROUGH

Acceptable Performance/Condition
Finished surface of flooring shall be free of visible protrusions (bumps, fasteners, telegraphing) that deform the surface of the flooring when viewed under normal lighting conditions (not reflected light) from a normal standing position.

Warranty
One-Year - Work and Materials

Action
Visible protrusions in the flooring shall be repaired.

Remarks
Reflected light, particularly from large windows, exaggerates any irregularity in the floors and should not be considered normal lighting.

See also
12.13 BUBBLES APPEAR ON VINYL FLOORING SURFACE

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.11

CONDITION
RESILIENT SHEET FLOORING IS LOOSE

Acceptable Performance/Condition
Resilient sheet flooring shall not come unglued from the substrate.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance is excluded from the statutory warranty.

Action
Flooring not meeting the acceptable condition shall be repaired.

Remarks
The homeowner must maintain the flooring in accordance with the manufacturer’s instructions. Excessive water or heat can adversely affect the glue joint.

See also
12.12 RESILIENT FLOORING JOINTS NOT TIGHT

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.12

CONDITION
RESILIENT FLOORING JOINTS NOT TIGHT

Acceptable Performance/Condition
Resilient flooring shall be installed with no visible gaps in the joints when viewed under normal lighting conditions in a standing position.

Warranty
One-Year - Work and Materials
• Gaps in joints resulting from inappropriate use or maintenance procedures cannot be considered for the statutory warranty.

Action
Visible gaps not meeting the acceptable condition shall be repaired in accordance with the manufacturer’s specifications.

Remarks
The visibility of gaps is dependent on a number of factors including texture, pattern, colour, type of resilient material, and lighting. Reflected light, particularly from large windows, exaggerates any irregularity in the floors and should not be considered normal lighting.

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

See also
12.11 RESILIENT SHEET FLOORING IS LOOSE

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.13

CONDITION
BUBBLES APPEAR ON VINYL FLOORING SURFACE

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

Warranty
One-Year - Work and Materials
- Bubbles caused by normal wear and tear or improper maintenance are excluded from the statutory warranty.

Action
Vinyl flooring not meeting the acceptable condition shall be repaired.

Remarks
As part of repair procedures, vinyl material may be punctured to remove the trapped air.

See also
12.10 PROTRUSIONS APPEAR ON THE SURFACE OF RESILIENT FLOORING WITHOUT BREAKING THROUGH

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.14

CONDITION
PATTERNS ON SHEET VINYL FLOORING ARE NOT ALIGNED ACROSS SEAMS

Acceptable Performance/Condition
Flooring shall be installed to achieve pattern alignment within the manufacturer’s tolerance.

Warranty
One-Year - Work and Materials

Action
Flooring not meeting the acceptable condition shall be repaired.

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

See also
12.12 RESILIENT FLOORING JOINTS NOT TIGHT

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.15

CONDITION
RESILIENT (FLEXIBLE) FLOOR TILE IS LOOSE

Acceptable Performance/Condition
Resilient floor tiles shall be securely bonded to the substrate.

Warranty
One-Year - Work and Materials
• Tiles that become detached as a result of improper maintenance, physical damage or moisture, normal wear and tear and chemical contamination cannot be considered for the statutory warranty.

Action
Only warranted floor tiles that become loose shall be repaired.

Remarks
The homeowner must maintain tiles in accordance with manufacturer’s written instructions.
Shade variations within specified colours in replacement tiles are acceptable.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.16

CONDITION
PATTERNS OR CORNERS OF RESILIENT FLOOR TILE ARE MISALIGNED

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

Warranty
One-Year - Work and Materials

Action
Flooring not meeting the acceptable condition shall be repaired.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.17

CONDITION
YELLOWING APPEARS ON SURFACE OF VINYL FLOORING

Acceptable Performance/Condition
Sheet vinyl flooring shall be installed in accordance with the manufacturer’s specifications.

Warranty
One-Year - Work and Materials
• Yellowing due to improper maintenance or to additions, deletions, or alterations by the homeowner is excluded from the statutory warranty.

Action
Vinyl flooring not meeting the acceptable condition shall be repaired.

Remarks
The use of inappropriate cleaning materials or coverings, such as latex-backed carpets, may cause discolouration of the flooring. Direct sunlight naturally causes general yellowing over time and is normal.

See also
12.18 DYE LOT VARIATIONS IN VINYL FLOORING

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.18

CONDITION
DYE LOT VARIATIONS IN VINYL FLOORING

Acceptable Performance/Condition
Within a room or defined area, resilient flooring shall be uniform in colour, texture and pattern when viewed under normal lighting conditions. Minor variation between dye lots is acceptable.

Warranty
One-Year - Work and Materials

Action
Resilient flooring not meeting the acceptable condition shall be repaired.

Remarks
Slight variation in colour may occur due to different lighting effects and pattern.

See also
12.19 VARIATIONS IN COLOUR OCCURRING DURING REPAIRS OF VINYL FLOORING

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.19

CONDITION
VARIATION IN COLOUR OCCURRING DURING REPAIR OF VINYL FLOORING

Acceptable Performance/Condition
Shade variations between existing material and repaired areas are acceptable within specified colours when viewed from a normal viewing position.

Warranty
One-Year - Work and Materials

Action
Shade variations greater than the acceptable condition shall be repaired.

Remarks
Variation between dye lots within a specified colour or pattern is normal. Spare original material may be left in the residence for future repairs at the builder’s discretion. Where a dye lot match is unavailable, material may be removed and used for repair from another inconspicuous location. Builder’s policies may vary.

See also
12.18 DYE LOT VARIATIONS IN VINYL FLOORING

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.20

CONDITION
CRACKS DEVELOPING BETWEEN STRIPS OF HARDWOOD OR PARQUET FLOORING

Acceptable Performance/Condition
Cracks resulting from joints that remain open in excess of 2 mm over the length of the strip are not acceptable.

Warranty
One-Year - Work and Materials
• Cracks resulting from normal shrinkage of materials due to drying after construction, damage caused by normal wear and tear or improper maintenance is excluded from the statutory warranty.

Action
Cracks greater than the acceptable condition shall be repaired.

Remarks
Hardwood and parquet flooring are natural wood products and therefore are highly susceptible to changes in indoor relative humidity, which may cause dimensional changes in the flooring material. To determine warrantability, the width of the crack should be measured during both the heating and cooling seasons.

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. Areas around heat registers and those exposed to concentrated sunlight may be more susceptible. Wood filler may be used for repairs.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.21

CONDITION
STRIP HARDWOOD FLOORING IS CUPPED (HIGH EDGES)

Acceptable Performance/Condition
Strip hardwood flooring shall be installed without cupping.

Warranty
One-Year - Work and Materials
- Damage caused by improper maintenance is excluded from the statutory warranty.
- Cupping caused by excessive humidity due to failure by the homeowner to maintain adequate ventilation is excluded from the statutory warranty.

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

Remarks
Identify any damaged hardwood flooring on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Cupping of hardwood strip flooring results from excessive moisture when the humidity below the finished flooring material is substantially higher than above.

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. The immediate sanding of a cupped floor without first allowing it to correct itself may cause even more damage. This condition commonly occurs when houses do not have adequate ventilation and can, under certain circumstances, result from defects in work or materials.

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

See also
12.22 THE SURFACE OF ONE STRIP OF HARDWOOD OR PARQUET FLOORING IS HIGHER THAN ANOTHER
Appendix A2 “Moisture in Wood and Laminate Floors”

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.22

CONDITION
THE SURFACE OF ONE STRIP OF HARDWOOD OR PARQUET FLOORING IS HIGHER THAN ANOTHER

Acceptable Performance/Condition
Strip hardwood flooring or parquet flooring shall be installed to provide a surface where adjacent strips have no more than a 2 mm difference in elevation.

Warranty
One-Year - Work and Materials

Action
Flooring not meeting the acceptable performance shall be repaired.

Remarks
Wood is a natural product and variation in colour and grain pattern from one piece of flooring to another is normal and may exaggerate the appearance of the condition.

See also
12.21 STRIP HARDWOOD FLOORING IS CUPPED (HIGH EDGES)

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.23

CONDITION
FLOOR FINISH ON WOOD FLOORING IS NOT UNIFORM

Acceptable Performance/Condition
Floor finish shall provide a visible uniform surface when viewed without magnification from a normal viewing position.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear is excluded from the statutory warranty.

Action
Hardwood flooring surfaces not uniform in appearance shall be repaired.

Remarks
Wood is a natural product and variation in colour and grain pattern from one piece of flooring to another is normal. The open grain in some wood surfaces tends to show a rough appearance, however this is a natural property of wood and is acceptable. Reflected light, particularly from large windows, magnifies any irregularity in the floors and should not determine acceptance. This applies to both pre-finished and site-applied wood flooring.

See also
12.27 KNOTS AND COLOUR VARIATION IS STRIP WOOD FLOORING

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.24

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

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

Warranty
One-Year - Work and Materials
• Damage noted on the PDI Form will be repaired. If not noted, the homeowner must establish that the damage was caused by the builder. Damage caused by normal wear and tear or improper maintenance is excluded from the statutory warranty.

Action
Defective finished surfaces shall be repaired.

Remarks
Identify any damaged hardwood flooring on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Isolated air bubbles not resulting in detachment of the finish are acceptable.

Colour variation in the wood may cause the area of repair to be visible under normal lighting conditions, even when the repair is undertaken in accordance with a manufacturer’s recommendations. Wood is a natural product and variation in colour and grain pattern from one piece of flooring to another is normal.

See also
12.26 WOOD FLOORING BUCKLES AND DETACHES FROM SUBSTRATE

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.25

CONDITION
CROWNING OF STRIP HARDWOOD FLOORING HAS OCCURRED (CENTRE OF STRIP IS HIGHER THAN EDGES)

Acceptable Performance/Condition
Strip hardwood flooring shall be installed without crowning.

Warranty
One-Year - Work and Materials
- Damage caused by improper maintenance and excessive humidity due to failure by the homeowner to maintain adequate ventilation is excluded from the statutory warranty.

Action
Crowning of hardwood flooring identified on the PDI shall be repaired. If not identified, the homeowner must establish that the damage was caused by the builder.

Remarks
Identify any damaged hardwood flooring on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Crowning of hardwood strip flooring results from the surface of the flooring being exposed to excessive moisture. This condition commonly develops when houses do not have adequate ventilation or the surface is exposed to water.

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. Never damp mop hardwood flooring.

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

See also
12.22 THE SURFACE OF ONE STRIP OF HARDWOOD OR PARQUET FLOORING IS HIGHER THAN ANOTHER
Appendix A2 “Moisture in Wood and Laminate Floors”

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.26

CONDITION
WOOD FLOORING BUCKLES AND DETACHES FROM SUBSTRATE

Acceptable Performance/Condition
Hardwood flooring shall be firmly fastened to the substrate in accordance with manufacturer’s specifications.

Warranty
One-Year - Work and Materials
- Buckling caused by excessive humidity due to failure by the homeowner to maintain adequate ventilation or improper maintenance is excluded from the statutory warranty.

Action
Only warranted loose hardwood flooring shall be repaired.

Remarks
The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. Wood flooring shall be installed to accommodate normal expansion and contraction.

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

See also
12.24 FINISH ON WOOD FLOORING HAS CRACKED, BLISTERED, BUBBLED, OR PEELED RESULTING IN DETACHMENT OF FINISH
Appendix A2 “Moisture in Wood and Laminate Floors”

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.27

CONDITION
KNOTS AND COLOUR VARIATION IN STRIP WOOD FLOORING

Acceptable Performance/Condition
Knots or colour variation are acceptable within different grades of flooring.

Warranty
One-Year - Work and Materials

Action
Flooring not meeting the acceptable condition shall be replaced.

Remarks
Knots and colour variation are natural characteristics of wood and are acceptable within the specified grade. The homeowner’s area rugs, latex-backed material or any coverings over floors may result in colour variation of the floor. Natural lighting will also cause discolouration.

See also
12.23 FLOOR FINISH ON WOOD FLOORING IS NOT UNIFORM

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.28

CONDITION
SPLINTERS OCCUR IN STRIP WOOD FLOORING

Acceptable Performance/Condition
Finished flooring shall have a surface that is smooth, even and free from splinters.

Warranty
One-Year - Work and Materials
• Splinters resulting from improper maintenance are excluded from the statutory warranty.

Action
Splintered flooring shall be repaired.

Remarks
Splinters should not occur under normal usage conditions.

See also
12.24 FINISH ON WOOD FLOORING HAS CRACKED, BLISTERED, BUBBLED, OR PEELED RESULTING IN DETACHMENT OF FINISH

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.29

CONDITION
“STICKER BURN” APPEARS ON SURFACE OF STRIP FLOORING

Acceptable Performance/Condition
The surface of strip wood flooring shall be free from discolouration caused by manufacturing or storage procedures within the different grade of flooring specified.

Warranty
One-Year - Work and Materials

Action
Discoloured pieces of flooring shall be *repaired* or replaced where disallowed by the grade.

Remarks
“Sticker burn” is discolouration across the width of the board caused by the sticks used between the lumber during the drying process. Sticker burn is acceptable within some different specified grades.

See also
12.24 FINISH ON WOOD FLOORING HAS CRACKED, BLISTERED, BUBBLED, OR PEELED RESULTING IN DETACHMENT OF FINISH

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.30

CONDITION
CERAMIC/PORCELAIN TILE, MARBLE OR STONE FLOORING IS BROKEN OR LOOSE (INCLUDING MARBLE TRANSITIONS)

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

Warranty
One-Year - Work and Materials
• Where floors are not required to provide water resistance, cracked or loose tiles resulting from normal shrinkage of materials due to drying after construction are excluded from the statutory warranty.
• Damage caused by normal wear and tear or improper maintenance is excluded from the statutory warranty.

Action
Flooring not meeting the acceptable condition shall be repaired.

Remarks
Identify any damaged ceramic/porcelain tile on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Variations between dye lots of similar materials within a specified colour or pattern are normal and acceptable provided they are not readily visible. Slight variations in grout colour are to be expected when making repairs.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.31

CONDITION
CRACKS APPEARING IN GROUTING OF CERAMIC TILE JOINTS OR AT JUNCTIONS WITH OTHER MATERIALS SUCH AS BATHTUBS

Acceptable Performance/Condition
Hairline cracks in grout are common, however, loose or missing grout is unacceptable.

Warranty
One-Year - Work and Materials
• Cracks resulting from normal shrinkage of materials due to drying after construction are excluded from the statutory warranty.

Action
Cracks not meeting the acceptable condition shall be repaired.

Remarks
Slight variations in grout colour are to be expected when making repairs.

See also
12.33 GROUT IS NOT A UNIFORM COLOUR

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.32

CONDITION
ADJACENT MARBLE UNITS OR CERAMIC TILE SURFACES INSTALLED AT DIFFERENT ELEVATIONS

Acceptable Performance/Condition
Adjacent marble units and/or adjacent ceramic tiles shall be installed generally flush, taking into account the texture and intended aesthetic application of the finished surface.

Warranty
One-Year - Work and Materials

Action
Tile installations not meeting the acceptable performance shall be repaired.

Remarks
Some floor tiles are designed with irregular finished surfaces, which may exaggerate the aesthetic appearance of the condition. Slight variations in colour may occur due to different lighting effects and patterns. Variations in grout and tile colour are to be expected when making repairs. Variation between dye lots of similar materials within a specified colour or pattern is normal.

The way in which people perceive colour, tones and hues will vary from one person to another and can be very subjective.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.33

CONDITION
GROUT IS NOT A UNIFORM COLOUR

Acceptable Performance/Condition
In a room or defined area the colour of grouted joints between ceramic tiles shall appear generally uniform under normal lighting conditions and from a normal viewing position.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance and normal wear and tear is excluded from the statutory warranty.

Action
Grout joints not meeting the acceptable condition shall be repaired.

Remarks
Minor variation in grout joint colour is normal.

See also
12.31 CRACKS APPEARING IN GROUTING OF CERAMIC TILE JOINTS OR AT JUNCTIONS WITH OTHER MATERIALS SUCH AS BATHTUBS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.34

CONDITION
DYE LOT VARIATIONS IN CERAMIC FLOOR TILES

Acceptable Performance/Condition
Within a room or defined area, the ceramic floor tiles shall be uniform in colour, texture and pattern when viewed under normal lighting conditions. Minor variation between dye lots is acceptable.

Warranty
One-Year - Work and Materials

Action
Floor tiles not meeting the acceptable condition shall be repaired.

Remarks
Some floor tiles are designed with irregular finished surfaces, which may exaggerate the aesthetic appearance of the condition. Slight variations in colour may occur due to different lighting effects and patterns. Variations in grout and tile colour are to be expected when making repairs. Variation between dye lots of similar materials within a specified colour or pattern is normal.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.35

CONDITION
VARIATION IN COLOUR IN NATURAL STONE TILE INSTALLATIONS (GRANITE, MARBLE, TRAVERTINE, SLATE AND LIMESTONE)

Acceptable Performance/Condition
Colour variation is acceptable in natural stone tiles.

Warranty
None.

Action
None.

Remarks
Natural stone is a product of nature and is not subject to the rules of consistency that apply to manufactured materials. Natural stone tiles are subject to variations in tonal qualities, veining and shading.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.36

CONDITION
GAPS DEVELOPING AT ENDS OR ALONG STRIPS OF LAMINATE FLOORING

Acceptable Performance/Condition
Gaps resulting from joints that remain open permanently in excess of 1 mm in laminate flooring are not acceptable.

Warranty
One-Year - Work and Materials
• Gaps resulting from damage caused by normal wear and tear or improper maintenance are excluded from the statutory warranty.
• Gaps resulting from failure by the homeowner to maintain adequate ventilation is excluded from the statutory warranty

Action
Gaps identified at the time of the PDI shall be repaired. Gaps that occurs after the PDI and are proven to result from defective work or materials shall be repaired.

Remarks
Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the substrate or underlying core layer. If the environmental conditions are too dry, the laminate flooring layers may contract, leaving permanent gaps between the strips or at the perimeter of the room or the area.

One complete heating and cooling season should be allowed as the problem may remedy itself.

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels.

Areas around heat registers and those exposed to concentrated sunlight may be more susceptible.

Slight variances in colour and/or pattern are to be expected when making repairs. See Appendix A2 “Moisture in Wood and Laminate Floors” for more information.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.37

**CONDITION**
LAMINATE FLOORING IS CUPPED (HIGH EDGES)

**Acceptable Performance/Condition**
Laminate flooring shall be installed without cupping.

**Warranty**
One-Year - Work and Materials
- Damage caused by improper maintenance is excluded from the statutory warranty.
- Cupping caused by excessive humidity due to failure by the homeowner to maintain adequate ventilation is excluded from the statutory warranty.

**Action**
Cupping identified at the time of the PDI shall be repaired. Cupping that occurs after the PDI and is proven to result from defective work or materials shall be repaired.

**Remarks**
Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the substrate or underlying core layer. If the environmental conditions are too humid, the laminate flooring may expand causing all edges (side and ends of boards) to press against each other and curl upwards.

Identify any damaged laminate flooring on the PDI Form to avoid any dispute about whether the damage was caused by the builder. Cupping of laminate strip flooring results from excessive moisture when the humidity below the finished flooring material is substantially higher than above.

One complete heating and cooling season should be allowed as the problem may remedy itself.

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. This condition commonly occurs when houses do not have adequate ventilation and can, under certain circumstances, result from defects in work or materials.

Only cupped flooring strips require replacement at the time of repair. Slight variances in colour and/or pattern are to be expected when making repairs.

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

**See also**
n/a

**Notes**
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.38

CONDITION

LAMINATE FLOORING BUCKLES

Acceptable Performance/Condition
Laminate flooring shall be installed to prevent buckling.

Warranty
One-Year - Work and Materials
- Buckling caused by excessive humidity due to failure by the homeowner to maintain adequate ventilation or improper maintenance is excluded from the statutory warranty.

Action
Buckling identified at the time of the PDI shall be repaired. Buckling that occurs after the PDI and is proven to result from defective work or materials shall be repaired.

Remarks
Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the substrate or underlying core layer. If the environmental conditions are too humid, the laminate flooring may expand causing the laminate strips to lift up (bulge upwards) in one or more areas in the room.

The homeowner has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. Laminate flooring shall be installed to accommodate normal expansion and contraction.

Slight variations in colour and/or pattern are to be expected when making repairs. See Appendix A2 “Moisture in Wood and Laminate Floors” for more information.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
12.39

CONDITION
LAMINATE FLOORING STRIPS ARE DENTED, SCRATCHED AND/OR CHIPPED

Acceptable Performance/Condition
Laminate flooring shall be free of damage such as dents, scratches and/or chips at the time of the PDI.

Warranty
One-Year - Work and materials
- Damages resulting from normal wear and tear are excluded from the statutory warranty.

Action
Laminate flooring not meeting the acceptable condition shall be repaired.

Remarks
Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the substrate or underlying core layer.

Identify any damaged laminate flooring on the PDI Form to avoid any dispute about whether the damage was caused by the builder.

Only damaged flooring strips require replacement at the time of repair. Slight variances in colour and/or pattern are to be expected when making repairs. For maintenance requirements see manufacturer’s specifications.

“Distressed” or specifically finished laminate flooring may have features resembling dents or chips and are not defects.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
13. CHIMNEYS AND FIREPLACES
13.1

CONDITION
JOINT OR CRACK IN CHIMNEY CAP ALLOWS WATER LEAK

Acceptable Performance/Condition
Chimney caps shall be waterproof.

Warranty
Two-Year - Building Envelope Water Penetration

Action
Chimney caps not meeting the acceptable performance shall be repaired.

Remarks
Masonry chimney cap cracks may develop due to the severe conditions caps must endure.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
13.2

CONDITION
ROOF FLASHING LEAKS AT CHIMNEY

Acceptable Performance/Condition
Roof flashings at chimneys shall not leak under normal weather conditions.

Warranty
Two-Year - Building Envelope Water Penetration
• Damage resulting from improper maintenance is not covered by the statutory warranty.

Action
Roof flashings not meeting the acceptable performance shall be repaired.

Remarks
Ice buildup around chimneys can contribute to water penetration. Keeping roofs clear of heavy snow and ice is important to help prevent ice buildup. Normal home maintenance should include professional removal of heavy buildups of ice and snow.

See also
5.4 ROOF OR FLASHING LEAKS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
13.3

CONDITION
BRICKS BREAKING UP ON SURFACE OF CHIMNEY

Acceptable Performance/Condition
Bricks used for chimneys shall not deteriorate or become displaced.

Warranty
One-Year - Work and Materials
Two-Year - Cladding Detachment, Displacement or Deterioration

Action
Bricks not meeting the acceptable performance shall be repaired.

Remarks
Moisture migration into the chimney brick can contribute to premature deterioration. Chimney cap overhangs are critical to protect the chimney from weather.

See also
4.20 CLAY BRICKS ARE CHIPPED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
13.4

CONDITION
CHIMNEY SERVING SOLID-FUEL-BURNING (WOOD, PELLET, ETC.) APPLIANCE DOES NOT DRAW PROPERLY

Acceptable Performance/Condition
Chimneys serving solid-fuel-burning appliances shall be installed in accordance with the Building Code.

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Health & Safety Violations
• Damage resulting from improper maintenance or additions, deletions or alterations made by a homeowner is excluded from the statutory warranty.

Action
Chimneys not meeting the acceptable performance shall be repaired.

Remarks
Chimneys may not draw properly if:
• adjacent buildings, trees or high winds create downdrafts
• the chimney is plugged
• the chimney is cold
• the combustion air supply for the appliance is restricted.
Opening a window may help the chimney draw properly. Inspecting and cleaning the chimney is part of regular home maintenance.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
13.5

**CONDITION**
FIREPLACE FIREBOX PAINT COLOUR CHANGED

**Acceptable Performance/Condition**
Fireplace firebox paint colour may change with time and use.

**Warranty**
None.

**Action**
None.

**Remarks**
Even though the firebox paint is designed for high temperatures, the paint may change colour.

**See also**
n/a

**Notes**
Words in italics are defined in the “TERMINOLOGY” section on page 19.
13.6

CONDITION
FIREBRICK IS BROKEN

Acceptable Performance/Condition
Firebrick shall not break during the statutory warranty period. This condition is warranted only where a defect in work or material is demonstrated.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance or normal wear and tear is not covered by the statutory warranty.

Action
Firebricks not meeting the acceptable performance shall be repaired.

Remarks
Firebrick provides the primary heat protection in the firebox. Overheating can cause premature cracking. Firebricks can be damaged by impact.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14. GARAGES AND EXTERIORS
14.1

CONDITION
GARAGE FLOOR HAS HEAVED OR SETTLED

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

Warranty
One-Year - Work and Materials

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

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

See also
14.2 CONCRETE GARAGE FLOOR IS CRACKED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.2

CONDITION
CONCRETE GARAGE FLOOR IS CRACKED

Acceptable Performance/Condition
Cracks resulting from normal shrinkage are acceptable; crack width in excess of 6 mm is not acceptable.

Warranty
One-Year - Work and Materials
• Cracks resulting from normal shrinkage of materials caused by drying after construction are excluded from the statutory warranty.

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

Remarks
Concrete floors naturally crack during curing due to shrinkage. Actual crack width shall be determined using a wire feeler gauge* inserted inside the crack. Where repairs are necessary, colour and/or texture of repair materials may not match the surrounding concrete.

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

See also
14.1 GARAGE FLOOR HAS HEAVED OR SETTLED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.3

**CONDITION**
NO REINFORCEMENT IN GARAGE SLAB

**Acceptable Performance/Condition**
Unless the slab is specifically intended and designed to be a structural slab, reinforcing or mesh is not required.

**Warranty**
One-Year - Work and Materials
Seven-Year - *Major Structural* Defect

**Action**
Where a structural slab is not reinforced as required by the design, repairs shall be made; otherwise no action is required.

**Remarks**
Concrete slabs in garages shall conform with the Building Code. Reinforcing of concrete slabs is not usually necessary unless abnormal design or construction conditions are encountered.

**See also**
n/a

**Notes**
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.4

CONDITION
GARAGE DOORS DO NOT OPERATE PROPERLY

Acceptable Performance/Condition
Overhead garage doors shall manually operate with relative ease without binding. An automatic garage door opener supplied and installed by the builder shall not interfere with the emergency manual operation of the door.

Warranty
One-Year - Work and Materials
• Damage caused by improper maintenance or additions, deletions or alterations by the homeowner is not covered by the statutory warranty.

Action
Garage doors not meeting the acceptable performance shall be repaired.

Remarks
Proper operation of overhead garage doors should be confirmed at the PDI and any malfunction should be noted on the PDI Form to avoid any dispute about whether the damage was caused by the builder. The builder is not responsible for the door operation if the homeowner has installed a garage door opener.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.5

CONDITION
GARAGE DOORS (VEHICULAR AND MAN-DOORS) ALLOW ENTRANCE OF SNOW OR WATER

Acceptable Performance/Condition
Garage doors are not required to be weatherstripped and may allow snow and water to enter the garage.

Warranty
None.

Action
None.

Remarks
Unless a garage is constructed by the builder to be used for habitable space, garage doors are not required to be weathertight.

See also
14.6 WATER ACCUMULATES ON GARAGE FLOOR

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.6

CONDITION
WATER ACCUMULATES ON GARAGE FLOOR

Acceptable Performance/Condition
Provided garage floors are sloped to drain to the exterior, localized variations in the surface of the floor may impede immediate drainage and are acceptable.

Warranty
One-Year - Work and Materials
One-Year - Ontario Building Code Violations

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

Remarks
Closed overhead garage doors, stored materials and debris on the floor may impede drainage to the exterior. Winter conditions may also impede drainage and homeowner should ensure proper maintenance by removing any slush or snow that falls from vehicles.

See also
14.5 GARAGE DOORS (VEHICULAR AND MAN-DOORS) ALLOW ENTRANCE OF SNOW OR WATER

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.7

CONDITION
ASPHALT OR CONCRETE DRIVEWAY HAS CRACKED

Acceptable Performance/Condition
Cracks are acceptable if caused by factors other than a defect in work or materials provided by the builder.

Warranty
One-Year - Work and Materials
• Damage resulting from normal shrinkage of materials caused by drying after construction, improper maintenance, normal wear and tear, subsidence of the land around the building, or alterations, deletions, or additions made by the homeowner is not covered by the statutory warranty.

Action
Cracks not meeting the acceptable condition shall be repaired.

Remarks
The condition is warranted where there is a demonstrated defect in work or material supplied by the builder. Cracks may develop in driveways due to environmental conditions, soil settlement, de-icing chemicals, or shrinkage of the asphalt or concrete, and are not warranted in those situations. Heavy loads from large vehicles can damage driveways.

See also
14.8 DRIVEWAY HAS SETTLED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.8

CONDITION
DRIVEWAY HAS SETTLED

Acceptable Performance/Condition
Driveways shall be graded so that water does not accumulate at or near the building. Subsidence in other parts of a driveway is not covered by the statutory warranty.

Warranty
One-Year - Work and Materials
- Subsidence of the land around the building or along utility lines, alterations by the homeowner such as landscaping or improper maintenance is excluded from the statutory warranty.

Action
Driveways not meeting the acceptable condition shall be repaired.

Remarks
Disturbed soil will naturally consolidate and cannot practically be prevented from moving. Frost heaves may also produce seasonal movement where the driveway meets the garage. Heavy loads imposed on a driveway can cause local depressions.

See also
14.7 ASPHALT OR CONCRETE DRIVEWAY HAS CRACKED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.9

CONDITION
SOD/SEEDING NOT COMPLETED

Acceptable Performance/Condition
Sod/seeding shall be installed in conditions conducive to growth, generally within one year of the occupancy of the home or within the time period required by governing municipal agreements or the phasing of the subdivision.

Warranty
One-Year - Incomplete Work
One-Year - Work and Materials
• Sod/seeding that fails due to improper maintenance is excluded from the statutory warranty.

Action
Builder shall complete sod/seeding installation when conditions conducive to growth exist. The installation of sod/seeding can coincide with subdivision phasing.

Remarks
Identify any incomplete landscaping (that is the responsibility of the builder) at the PDI. Sod/seeding should only be installed when conditions are conducive to growth, typically mid-spring through mid-fall.
The homeowner is responsible to maintain sod/seeding after installation is complete; maintenance requirements may vary.
The installation of sod/seeding may be delayed as a result of:
• Homes occupied when conditions are not conducive to growth
• Phasing of sub-division work
• Final grading related to municipal agreements
Growing conditions vary according to geographic location.

See also
14.10 THE SHRUBS, TREE(S), PLANTS, OR SOD HAVE DIED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.10

CONDITION
THE SHRUBS, TREE(S), PLANTS, OR SOD HAVE DIED

Acceptable Performance/Condition
Landscaping plants supplied and installed by the builder shall be alive at the time of the PDI or when installed, whichever is later.

Warranty
One-Year - Work and Materials

Action
Landscape planting not meeting the acceptable condition shall be replaced.

Remarks
*Homeowners* must water and nurture landscaping plants after installation to ensure growth.
Plants that are alive when installed and subsequently die are not the responsibility of the *builder*.
Plants on municipal property such as boulevards and walkways are not covered by the statutory warranty.

See also
14.9 SOD/SEEDING NOT COMPLETED

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.11

CONDITION
TREE STUMPS HAVE BEEN LEFT ON THE PROPERTY

Acceptable Performance/Condition
Where the builder is responsible for final grading under the contract and trees have been cut down as part of the construction process, stumps shall be removed.

Warranty
One-Year - Work and Materials

Action
Tree stumps not meeting the acceptable condition shall be removed.

Remarks
Identify any incomplete landscaping (that is the responsibility of the builder) at the PDI. Reference must be made to the Agreement of Purchase and Sale or construction contract in order to determine the scope of the builder's responsibilities.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.12

CONDITION
WATER PONDING IN SURFACE GRADING OF THE SITE

Acceptable Performance/Condition
The site shall be graded so that water does not generally accumulate adjacent to the building. Backfill against a foundation shall be graded to prevent drainage towards the building after settling. Where no grade is specified for a slope, a minimum gradient of 2% is considered acceptable; sodded or graveled areas may have a minimum gradient of 1%.

Warranty
One-Year - Work and Materials
One-Year - Ontario Building Code Violations
• Subsidence of the land around the building or along utility lines, alterations by the homeowner such as landscaping or improper maintenance is excluded from the statutory warranty.

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

Remarks
Ponding may occur because grading may not always be finished at occupancy. Generally, municipalities control the grading patterns of building sites and builders must comply with approved grading plans for the installation of swales and slopes.

Disturbed soil will naturally consolidate and cannot practically be prevented from settling; i.e., settlement of walkways and driveways is not covered by warranty. However, sufficient soil must be placed around the building to ensure acceptable drainage is maintained during the first year after occupancy.

See also
14.13 SETTLING, HEAVING OR SEPARATING OF LANDINGS OR STEPS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.13

CONDITION
SETTLING, HEAVING OR SEPARATING OF LANDINGS OR STEPS

Acceptable Performance/Condition
Stairs and landings supported by a foundation shall not heave, settle or separate from the main building more than 25 mm.
Stairs and landings not requiring a foundation are not restricted from movement.

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Health & Safety Violations
• Settlement and subsidence of the land around the building or along utility lines, other than subsidence beneath the footings of the building, is excluded from the statutory warranty.
• Damage resulting from normal shrinkage of materials due to drying after construction is not covered by the statutory warranty.

Action
Stairs, landings and decks not meeting the acceptable performance shall be repaired.

Remarks
Concrete stairs having not more than two risers, and small wood stairs not attached to the building do not require foundations and are often affected by the settlement of supporting backfill; this is not covered by the statutory warranty.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.14

CONDITION
EXTERIOR DECK IS SPRINGY OR SHAKY

Acceptable Performance/Condition
Exterior decks shall be designed and installed in accordance with the Building Code.

Warranty
One-Year - Work and Materials
Two-Year - Ontario Building Code Health & Safety Violations

Action
Decks not meeting the acceptable performance shall be repaired.

Remarks
None.

See also
14.16 DECK BOARD SPACING IS NOT UNIFORM

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.15

CONDITION
EXTERIOR DECK RAILING IS SHAKY

Acceptable Performance/Condition
Exterior deck guards shall be designed and installed in accordance with the Building Code.

Warranty
Two-Year - Ontario Building Code Health & Safety Violations
• Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

Action
Exterior deck railings and guards not meeting the acceptable performance shall be repaired.

Remarks
None.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.16

**CONDITION**
DECK BOARD SPACING IS NOT UNIFORM

**Acceptable Performance/Condition**
Deck boards forming the walking surface shall be spaced to provide a generally uniform appearance.

**Warranty**
One-Year - Work and Materials
- *Normal* shrinkage of materials due to drying after construction is not covered by warranty.

**Action**
Deck boards not meeting the acceptable condition shall be *repaired*.

**Remarks**
Spacing between boards may be adjusted during installation to allow for construction variances.

**See also**
14.14 **EXTERIOR DECK IS SPRINGY OR SHAKY**

**Notes**
Words in italics are defined in the “**TERMINOLOGY**” section on page 19.
14.17

CONDITION
EXTERIOR WOOD HANDRAILS HAVE SLIVERS

Acceptable Performance/Condition
Handrail surfaces meant to be touched shall not have slivers that prevent the handrails from being grasped.

Warranty
One-Year - Work and Materials
• Damage resulting from normal wear and tear is excluded from warranty.

Action
Handrails not meeting the acceptable condition shall be repaired.

Remarks
This condition is warranted only where there is a demonstrated defect in work or material supplied by the builder. Small slivers can develop from weathering and can be easily removed by sanding as part of normal home maintenance.

See also
14.15 EXTERIOR DECK RAILING IS SHAKY

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.18

CONDITION
EXTERIOR DECK IS OUT OF LEVEL

Acceptable Performance/Condition
Exterior decks may slope away from the building a maximum ratio of 50 mm in 3,600 mm to shed water.

Warranty
One-Year - Work and Materials

Action
Exterior decks not meeting the acceptable condition shall be repaired.

Remarks
None.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.19

CONDITION
FLOOR DECKING BOARDS ARE SPLIT, WARPED OR CUPPED

Acceptable Performance/Condition
Floor decking boards may split with exposure to the natural environment. Floor decking boards shall be fastened securely to minimize warping and cupping.

Warranty
One-Year - Work and Materials
• Damage resulting from improper maintenance, normal shrinkage of materials due to drying after construction, or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

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

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.20

CONDITION
STAIN COLOUR VARIATIONS ON WOOD DECK

Acceptable Performance/Condition
Stain on a wood deck shall appear generally uniform in colour. Colour variations are acceptable when changing from the horizontal plane to the vertical plane (i.e., from a vertical guard or fence to a horizontal deck).

Warranty
One-Year - Work and Materials
- Damage resulting from improper maintenance or additions, deletions or alterations made by the homeowner is excluded from the statutory warranty.

Action
Stain colour not meeting the acceptable performance shall be repaired.

Remarks
Stain colour will fade with exposure to the elements. Stain colour in areas with intense sun exposure will vary more than areas that have some protection. Wood is a natural material and stain penetration may vary with wood type and grain patterns.

See also
14.22 STAINS ON EXTERIOR DECKING FROM NAILHEADS

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.21

CONDITION
NAILHEADS STICK UP ON DECK SURFACE

Acceptable Performance/Condition
Nailheads shall be set generally flush with the adjacent deck surface.

Warranty
One-Year - Work and Materials
• Damage resulting from shrinkage of materials is excluded from the statutory warranty.

Action
Nailheads not meeting the acceptable performance shall be repaired.

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

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.22

CONDITION
STAINS ON EXTERIOR DECKING FROM NAILHEADS

Acceptable Performance/Condition
Nails will discolour or rust with exposure to the natural environment.

Warranty
None.

Action
None.

Remarks
Even galvanized nails can discolour over time and may stain adjacent deck surfaces.

See also
14.20 STAIN COLOUR VARIATIONS ON WOOD DECK

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
14.23

CONDITION
TWISTING OF OPEN-END BEAMS

Acceptable Performance/Condition
Twisting of visible open-end beams in excess of 13 mm from plumb is not acceptable.

Warranty
One-Year - Work and Materials
• Twisting resulting from normal shrinkage caused by drying after construction is excluded from warranty.

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

Remarks
An open-end beam is a wood beam whose end does not abut another framing member or that terminates in open air. Minor twisting is primarily an aesthetic concern rather than a structural problem.

See also
n/a

Notes
Words in italics are defined in the “TERMINOLOGY” section on page 19.
A1 Sources

The following publications were consulted in the development of the Guidelines. For a list of contributors, please see the section titled “Acknowledgements” at the beginning of this document.

1. 2006 Building Code Compendium, Ministry of Municipal Affairs and
   Housing, ServiceOntario Publications.
2. Canadian Building Digest, National Research Council Canada.
3. Best Practice Guide Building Technology, Canada Mortgage and
   Housing Corporation.
4. Characteristics of Concrete, Poured Concrete Association/Cement Association
   of Canada.
5. Ontario New Home Warranties Plan Act and Regulations.
6. Focus: Concrete Masonry Units, Ontario Concrete Block Association.
7. 2010 Ontario Code and Construction Guide for Housing, Ministry of
   Municipal Affairs and Housing, ServiceOntario Publications.
8. Residential Air System Design Manual, Heating, Refrigeration and
   Air Conditioning Institute of Canada.
   Contractors Association.
11. CAN/CSA-A82-06, “Fired Masonry Brick made from Clay or Shale”,
    Canadian Standards Association.
    Standards Association.
    Tile and Marble Association of Canada.
A2 Moisture in Wood and Laminate Floors

The National Wood Flooring Association and the North American Laminate Flooring Association reference the following relative humidity readings for their products.

This information is intended as a guide only.

WOOD AND LAMINATE FLOORING COMFORT LEVELS

Wood and laminate flooring will perform best when the interior environment is controlled to stay within a relative humidity range of 30 to 50 per cent and a temperature range between 15°C and 27°C. Fortunately, that’s about the same comfort range most humans enjoy. The chart below indicates the moisture content at any given combination of temperature and humidity. Note that equilibrium moisture contents in the recommended temperature/humidity range (shaded area) coincide with the 6 to 9 per cent range within which most hardwood/laminate flooring is manufactured. Although some movement can be expected even between 6 and 9 per cent, wood/laminate can expand and shrink dramatically outside that range.

### Table 1

**MOISTURE CONTENT OF WOOD**

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<td>1.3</td>
<td>2.5</td>
<td>3.6</td>
<td>4.6</td>
<td>5.4</td>
<td>6.2</td>
<td>7.0</td>
<td>7.8</td>
</tr>
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<td>3.6</td>
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<td>6.2</td>
<td>7.0</td>
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<td>6.2</td>
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<td>2.5</td>
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<td>4.6</td>
<td>5.4</td>
<td>6.2</td>
<td>7.0</td>
<td>7.8</td>
</tr>
</tbody>
</table>

Information taken from NWFA’s Technical Publication No. A100 & as per NALFA’s recommendation.
**A3 Moisture and Windows**

This chart identifies the maximum relative humidity for a given inside temperature above which condensation will form on windows. For additional information, see the following guides: “Moisture and Air, Problems and Remedies” by Canada Mortgage and Housing Corporation, or “Fenestration Products: Condensation and Humidity” by Natural Resources Canada.

**Table 2**

<table>
<thead>
<tr>
<th>Outside Temperature (°C)</th>
<th>20°C</th>
<th>22°C</th>
<th>24°C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Glass</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-35</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>-29</td>
<td>5</td>
<td>23</td>
<td>5</td>
</tr>
<tr>
<td>-23</td>
<td>8</td>
<td>27</td>
<td>7</td>
</tr>
<tr>
<td>-18</td>
<td>12</td>
<td>33</td>
<td>11</td>
</tr>
<tr>
<td>-12</td>
<td>17</td>
<td>39</td>
<td>16</td>
</tr>
<tr>
<td>-7</td>
<td>24</td>
<td>46</td>
<td>23</td>
</tr>
<tr>
<td>-1</td>
<td>34</td>
<td>55</td>
<td>32</td>
</tr>
<tr>
<td>Double Glass</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-35</td>
<td>18</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td>-29</td>
<td>23</td>
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<td>5</td>
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<td>-18</td>
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<td>31</td>
<td>10</td>
</tr>
<tr>
<td>-12</td>
<td>39</td>
<td>37</td>
<td>15</td>
</tr>
<tr>
<td>-7</td>
<td>46</td>
<td>44</td>
<td>22</td>
</tr>
<tr>
<td>-1</td>
<td>55</td>
<td>52</td>
<td>30</td>
</tr>
</tbody>
</table>


A4 Measuring Variation from the Specified Plane Using a Plane of Reference

4.1 To measure the variation:

1) Place two blocks of equal thickness on either side of the surface you are considering.
2) Stretch a string across the top of the blocks so the string doesn’t sag; the blocks may have to be secured from moving.
3) Measure the difference between the string and the actual surface and subtract the thickness of the blocks.
4) Compare the result with the allowable variation in the Guidelines.

![Diagram of measuring variation](image)

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

4.2 Approximate width measurements specified in this document:

In order to quickly assess whether a defect is within the specified tolerances, the following Canadian coins may be used to approximate measurements of variation.

<table>
<thead>
<tr>
<th>Specified dimensions in CPG:</th>
<th>For an approximate measurement use thickness/edge of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 mm</td>
<td>One dime</td>
</tr>
<tr>
<td>1.5 mm</td>
<td>One quarter</td>
</tr>
<tr>
<td>2 mm</td>
<td>One loonie</td>
</tr>
</tbody>
</table>

Source: Royal Canadian Mint
A5 How to Conduct a Water Test

A water test shall be performed to confirm water leaks, both above and below grade. Above grade the intent is to simulate an average, wind-driven rainfall but should never be done using full pressure in a single-stream or pressure-altering device such as a pressure washer. This can force water through building assemblies and flashings not intended for high-volume or high-pressure water saturation. Below grade the intent is to simulate natural water flow around a foundation caused by rain or snow melting where the water may inadvertently be directed towards the foundation wall. Water penetration is considered to be bulk water coming into the basement or accumulating near the point of entry, or dampness on the wall appearing as a result of the test, but excludes dampness caused by condensation or other causes.

5.1 Above Grade:
Use a standard garden hose and sprayer attachment. The sprayer attachment should be set on “shower” or other similar dispersal pattern. Spray the area to be tested for not more than 10 minutes from a minimum distance of 2 m. Have another person checking inside for the point of origin and the length of time it takes for water to appear. Areas to be investigated should be kept dry prior to the test.

5.2 Below Grade:
Use a standard garden hose with no attachments. The hose bib should be set at about half flow to simulate melting snow or rainfall. The water from the hose is to be directed along the face of the foundation to allow the water to run parallel to the wall, at grade, finding its own way down the exterior of the wall to the perimeter foundation drains. Run the water for not more than 20 minutes checking periodically for water penetration. Identify the location and the point of entry of any water (crack, tie rod, snap tie, honeycombing) and the length of time it takes for water to appear.
A6 Chipped Clay Bricks

The following table is from Canadian Standards Association, CSA-A82-06, “Fired Masonry Brick made from Clay or Shale”.

Table 4

<table>
<thead>
<tr>
<th>Brick Type (1)</th>
<th>Maximum % allowed* (2)</th>
<th>Chippage (in millimetres) in from:</th>
<th>Remaining % allowed* (5)</th>
<th>Chippage (in millimetres) in from:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Edge (3)</td>
<td>Corner (4)</td>
<td>Edge (6)</td>
</tr>
<tr>
<td>S² (plain)†</td>
<td>10% or less</td>
<td>6.5 - 8.0</td>
<td>9.5 - 13.0</td>
<td>90 - 100%</td>
</tr>
<tr>
<td>S² (textured)‡</td>
<td>15% or less</td>
<td>8.0 - 11.0</td>
<td>13.0 - 19.0</td>
<td>85 - 100%</td>
</tr>
</tbody>
</table>

† Plain brick are dry-pressed brick or extruded brick with an unbroken natural die finish.
‡ Texture brick are moulded brick or extruded brick with the face sanded, combed, engobed, scratched, or scarified, or the die skin on the face entirely broken by mechanical means such as wire cutting or wire brushing.
* Percentage of exposed brick in the wall permitted to have chippage extending from an edge or corner to the dimensions in this Table. Of all the brick units that will be exposed in the wall, a small percentage of the units may have chips that range in size greater than that allowed for the majority of the units. This special allowed percentage, as shown in the “Maximum % allowed” column (2), ranges up to 10% for S (plain), and up to 15% for S (textured). The remainder of the brick units that will be exposed in the wall, as shown in the “Remaining % allowed” column (5), shall conform to the maximum allowed chippage shown in columns (6) and (7) of this Table.

Example: The brick units to be placed in to the wall should be inspected prior to being placed. The S (plain) units will then conform to the requirements of this Table if not more that 10% of the units have edge chips greater than 6.5 mm but less than 8.0 mm and the remainder of the units, in this example 90% (100% - 10%), do not have edge chips greater than 6.5 mm in from the edge or 9.5 mm in from the corner.

Notes:
1. The aggregate length of chips shall not exceed 10% of the perimeter of the face of the brick (CAN/CSA-A82-06, s.7.3).
2. Type S brick are for general use in masonry (CAN/CSA-A82-06, s.5.11)

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6.1 Using a representative sample to determine the percentages of affected bricks in Table 4.

A representative sample may be used to determine the percentage of bricks (Columns (2) and (5) in Table 4) that have chips of specified sizes.

The representative sample (versus an isolated section of the wall with the chipped brick problem) shall be 1 m x 1 m in size with the centre of the sample located 1.5 m above the foundation in the middle of the wall. If the sample lands on an opening (window, door, etc), it shall be moved horizontally in the direction of the most brick in the sample so a full square metre of brick is sampled.

Individual bricks must still meet the maximum chip dimensions in Table 4.

6.2 Illustrating Brick Chippage

These illustrations are colour-coded to help describe the information in Table 4.