

GUIDANCE FOR REPAIRS DURING COVID-19

Current status of repair obligations

Repair periods were reinstated effective August 27, 2020 for all outstanding warranty repairs for forms submitted prior to the suspension of timelines on March 16, 2020, as well as for forms submitted between March 16, 2020 and August 26, 2020. The Emergency Order that suspended statutory limitation periods was lifted September 11, 2020 and all forms submitted from that date onward are subject to normal repair periods.

Builders encouraged to provide service where it can be done safely

We encourage homeowners and builders to work together in order to facilitate repairs in a safe way that is consistent with the health and safety guidelines endorsed by the province.

In order to assist with scheduling repairs, Tarion has put together the following guidelines for consideration. Please note that this guidance provides basic information only and is not intended to take the place of public health advice, nor does it constitute legal advice. We recommend that builders and homeowners consult with their legal advisors for any questions regarding risk or liability, and that they monitor current health advice issued by the Province. Updates from the Province on health matters relating to COVID-19 can be found [here](#)

Considerations for conducting repairs

In scheduling repairs, the safest protocol is for repair work to be performed when the homeowner and other occupants are not in the home. We recommend that homeowners and builders consider whether repairs can be arranged on this basis. If homeowners are not able to vacate the premises, both homeowners and builders should agree in advance on the timing of access and the measures they will each take to limit contact as much as possible.

The homeowner and the builder are encouraged to consider other steps that can be taken to minimize the risk of transmission of illness such as:

- Consider using virtual inspections (by video) to review the defects in advance. This may provide opportunities to resolve the issue without a visit or, alternatively, may help ensure that the visit is as short as possible.
- If materials need to be delivered to the home for the repair, arrange for contactless delivery in advance of the appointment.

If the nature of the repair does not easily allow for physical separation from occupants in the living space, consider using materials to create physical separations in the home – for example, by using tarps or polyethylene sheeting to create temporary barriers between the living spaces and the area where the repairs are taking place.

If homeowners are not comfortable granting access to their home because of health and safety concerns, then they should enter into a written agreement with their builder to identify how and when the repairs can be completed. Schedule 2 of this advisory provides an example of what this type of repair agreement could look like. If such an agreement is reached, Tarion should be advised. If a homeowner and builder cannot agree to a reasonable extension, they can contact Tarion at covid19@tarion.com for assistance.

Health and safety precautions when conducting repairs in an occupied home

It is important that builders and homeowners have clear lines of communication around what health and safety precautions will be followed and how they will be followed. The health and safety situation may vary depending on:

- the type of repairs/service needed (i.e. how long they will take, how extensive they are),
- the location of the repairs in the home (i.e. how difficult it will be to maintain physical separation),
- the number of people required to conduct the repairs,
- whether the repairs require the delivery of materials, and
- the circumstances of the home occupants themselves (i.e. are they part of a vulnerable population at higher risk of infection).

Care must be taken by all parties to consider the health and safety implications of their situation. We would suggest that homeowners and builders arrange to review the claim items in advance either by phone or email in order to determine the extent of the repair work required. It is then up to the builder and the homeowner to come to their own voluntary agreement respecting the protocols that should govern the repairs.

The following guidelines can be considered by homeowners and builders to facilitate repair work at this time:

1. **The builder** should provide a written document (digital or hard copy) to the homeowner setting out the builder's COVID-19 repair/service safety protocols. These protocols should include the following:
 - a. Repair service providers who will be attending the site should complete the pre-screening questionnaire and provide it to the homeowner prior to the repairs occurring. **A sample pre-screening questionnaire is attached as Schedule 1**
 - b. Commitment to follow hand washing and proper hygiene guidelines as recommended by public health organizations while on site.
 - c. The provision of Personal Protective Equipment (PPE) to onsite staff including non-medical grade masks, hand sanitizer, gloves and disinfectant wipes.

- d. A repair protocol that:
 - i. Minimizes the number of repair staff attending the site;
 - ii. Applies physical distancing of 2 m where possible and the use of PPE while in the home;
 - iii. Minimizes the use of entrances and exits if possible;
 - iv. Requires disinfecting the areas touched during the repair;
 - v. Requires that lights be left on and doors be left open (if possible) to minimize contact
 - vi. Requires the builder to maintain a record of repair staff who enter the home

2. **The homeowner** should also complete the pre-screening questionnaire and provide it to the builder prior to the repairs occurring (**see sample at Schedule 1**). The homeowner should also consider:
 - a. Minimizing the number of occupants in the home as much as possible;
 - b. Maintaining physical distance of 2 m during repair work;
 - c. Wearing PPE (non-medical grade or cloth mask) if physical distancing is difficult to maintain;
 - d. Stopping the furnace from circulating air in the house for one hour before and after the repair visit, and opening windows during the repair if possible;
 - e. Ensuring as much as possible that lights are turned on and doors are opened prior to the visit to minimize contact.

3. Both the homeowner and builder or repair service providers should agree to advise each other if any of them experiences COVID-19 symptoms.

Use of a pre-screening questionnaire is a best practice

As noted above, we have suggested using a pre-screening questionnaire for both the homeowner and the builder and/or repair service providers as a best practice. The sample pre-screening questionnaire at Schedule 1 is based on the current self assessment tool published by the Ontario government, and which can be found here: <https://covid-19.ontario.ca/self-assessment/r3>

Presence of vulnerable occupants:

If some of the occupants are from a vulnerable population known to be at higher risk of complications from COVID-19, greater care should be taken prior to conducting any repairs. We strongly encourage that public health and safety advice be sought to ensure that health and safety protocols appropriate to this circumstance be applied in this situation. These may include self-isolation of the vulnerable occupant during the repairs and greater levels of pre-screening or additional PPE for both the occupants and repair service providers.

Use of a written agreement for repairs during COVID-19 Pandemic

To reduce the risk of misunderstandings, we encourage homeowners and builders to use an agreement (digital or hard copy) setting out the terms on which the repair work will happen. **An example of what such an agreement could look like is attached as Schedule 2.**

The sample agreement attached is meant as an example and is not legal advice.

Considerations for repairs to units in condominiums

Additional considerations for builders when doing repair work in a condominium unit include:

- Checking with condominium managers regarding any specific safety protocols in place for the building, even if they are only making unit repairs.
- Be aware of and adhere to the condominium board or facility rules while working, including any prescribed PPE.
- Use service elevators and corridors when available, preferably without mixing with residents. Have no more than two workers in an elevator at any given time.
- Ensure delivery plans for materials are scheduled in advance and inform condominium management. Use loading docks when available.
- In the case of complete water shutoff or a lack of an authorized washroom within a unit, make sure there is an adequate washroom facility that is approved and provided by the condominium.

Requests for additional time for repairs

We understand that some builders may have difficulty completing repairs due to issues related to COVID-19, such as material and trade shortages. For more information on the materials shortages, refer to this [advisory](#).

We also understand that some homeowners may not be comfortable allowing trades into their homes to complete repairs under the current circumstances. If builders require additional time beyond the statutory builder repair periods to complete repairs for reasons related to COVID-19, they are encouraged to contact the homeowners and enter into a written agreement with

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them to identify how and when the repairs can be completed. Those agreements should be provided to Tarion so that the timelines can be formally adjusted.

If a builder is unable to come to a written agreement with a homeowner, then they are encouraged to contact Tarion and request an extension. Their request should be submitted to covid19@tarion.com **at least 10 days before the expiry of the applicable repair period**. The following information should be provided with the request for extension:

- The enrolment number(s) for the home(s) affected;
- The warranty form(s) affected;
- A complete explanation of the builder's circumstances (i.e. why additional time is required to complete the repairs);
- The length of additional time being requested.

Tarion will review the information provided and will contact the builder if additional information is required. Tarion will then confirm whether additional time will be granted and, if so, the length of the additional time.

If Tarion grants additional time, a builder must provide written notice to the homeowners and/or condominium corporation as soon as possible and no later than 10 days from Tarion's confirmation of the additional time. The notice must include an explanation of why the additional time is required for the home(s) or common element(s), and the number of days that the builder repair period has been extended.

If a builder does not provide this notice to their homeowner(s) or condo corporation, or if Tarion does not grant the additional time, the standard builder repair periods set out in Builder Bulletin 42 and Builder Bulletin 49 (and associated chargeability consequences set out in Builder Bulletin 20) will continue to apply.

Emergency repairs should not be delayed

Emergency repairs are repairs that involve a condition that, if not attended to immediately, would likely result in substantial damage to the home or risk to the health and safety of the occupants. Emergency repairs may be required, for example, for major structural issues, water penetration or mould issues.

Emergency repairs are exempt from the normal warranty timelines and, therefore, should be addressed by builders on a priority basis. The conduct of Emergency repairs must also be done in keeping with health and safety guidelines. If the builder and homeowner are unable to come to an agreement on how to address emergency issues, they should contact Tarion immediately so we can work with you to help address the situation. Tarion emergency contact information is covid19@tarion.com or 1-877-982-7466.

In the case of repairs for minor or cosmetic issues, we recommend that homeowners and builders work together to determine how these issues can be repaired. If more time is required for repairs to be completed in a manner that is safe and consistent with provincial safety protocols the parties should come to a written agreement to identify how and when the repairs can be completed, and advise Tarion of that agreement. If a homeowner and builder need

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assistance in coming to an agreement on how repairs can be conducted in the present situation, please contact Tarion at covid19@tarion.com or 1-877-982-7466.

Note that this guidance is generally intended for freehold homes and condo units, and while it may also be applicable to condominium common elements, some different considerations may apply with respect to the repair or servicing of amenity spaces and other common elements. In the case of condominium common elements, the builder should work with the condominium board of directors and the condominium property manager to arrange for a safe way to conduct repairs. If you have questions regarding best practices when carrying out repairs to common elements, please email B49@tarion.com or contact your CE Warranty Services Representative directly.

Important Note: The information contained in this advisory is intended for general guidance and does not constitute legal or other professional advice. The reader is advised to seek legal advice from their own legal counsel to address their particular circumstances.

Schedule 1

Sample COVID-19 Self-Assessment Questionnaire

In accordance with current public health advice, the purpose of this questionnaire is to help prevent the spread of COVID-19 and protect the health of both homeowners and builder repair/service providers.

Before any repair/service appointment:

- The repair/service provider who will be attending the home must review the five questions below and confirm to the homeowner that the answer to each question is NO.
- The homeowner must review the five questions below and confirm to the repair service provider that the answer to each question for all occupants of the home is NO.

The repair/service appointment will proceed only if the repair service/provider and the homeowner provide this information and the answers to each of the questions is NO. If the answer to a question is YES then the repair/service appointment should not proceed and should be rescheduled.

The information may be provided orally (e.g., by phone) or in writing (e.g., by email).

1. Are you currently experiencing, or have you experienced in the last 14 days, any of these COVID-19 symptoms?

<ul style="list-style-type: none">• Shortness of Breath (out of breath, unable to breathe deeply)• Cough that's new or worsening (continuous, more than usual)• Barking cough, making a whistling noise when breathing (croup)• Extreme tiredness that is unusual (fatigue, lack of energy)• Sore Throat• Difficulty swallowing• runny, stuffy or congested nose (not related to seasonal allergies or other known causes or conditions)	<ul style="list-style-type: none">• Fever (feeling hot to the touch, a temperature of 37.8 degrees Celsius or higher)• Pink eye (conjunctivitis)• Headache that's unusual or long lasting• Chills• Muscle aches• Lost sense of Smell or Taste• Digestive Issues (vomiting, diarrhea, stomach pain)• Falling down often• For young children and infants: sluggishness or lack of appetite
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1. Has anyone in your household experienced any of the above symptoms in the last 14 days?
2. Have you, or has anyone in your household, travelled outside of Canada in the last 14 days?
3. In the last 14 days, have you, or has anyone in your household, been in close physical contact with someone who has tested positive for COVID-19 or who has acute respiratory illness?
4. Have you, or has anyone in your household, been asked or recommended to self-isolate by a medical professional?

Schedule 2

COVID-19 AGREEMENT FOR SERVICE/REPAIRS (for freehold homes & condo units)

HOME ADDRESS:

ENROLMENT NO.:

STATUTORY WARRANTY FORM TYPE:

CASE NO.:

OWNER NAME(S) (the "Owner"):

VENDOR NAME (the "Vendor"):

Agreement to Proceed with Repairs/Service

The Owner and the Vendor have agreed to proceed with warranty repair work or servicing for the items listed in Schedule A to this agreement and wish to do so in a manner that is consistent with public health and safety guidelines.

Owner Acknowledgement of Safety Protocols

The Owner acknowledges having received a document from the Vendor setting out the Vendor's COVID-19 policy and/or service plan that will apply to the warranty repair visit (the "Safety Protocols"). The Safety Protocols explain how the warranty repair visit will be conducted in a safe manner, including:

- Handwashing, hygiene and sanitization;
- Use of pre-screening questionnaires;
- Physical distancing;
- Use of appropriate Personal Protective Equipment;
- Limit on the number of people present during the repair work;
- Keeping a record of the people who enter the home for the service.

Agreement to Abide by Safety Protocols

The Vendor, on behalf of itself and its trades and suppliers, and the Owner, on behalf of themselves and all occupants of the home, agree that the conduct of the warranty service/repair visit shall comply with the Safety Protocols.

Acceptance of Risk

The Vendor and the Owner acknowledge that COVID-19 is highly infectious and that, even with the Safety Protocols, the risk of transmission cannot be eliminated. The Vendor, on behalf of itself and its trades and suppliers, and the Owner, on behalf of themselves and all occupants of the home, voluntarily accept the risk of transmission of COVID-19 as a result of the warranty repair visit.

Agreement to Cooperate

The Owner and the Vendor shall work cooperatively to schedule and complete the service/repair work necessary to resolve the items listed in Schedule A.

Agreement to Pre-Screen Prior to Service/Repairs

Before the service/repair visit, the Owner will complete a pre-screening questionnaire for all occupants of the home and the Vendor will complete a pre-screening questionnaire for all of its representatives, trades and suppliers that will attend the home.

The pre-screening questionnaire will, at a minimum, ask for confirmation that the individual:

- Has not travelled outside Canada in the last 14 days;
- Is not experiencing any symptoms of COVID-19 (e.g. shortness of breath, cough, sore throat, fever);
- Has not been in close contact with anyone who has COVID-19;
- Has not been in close contact with anyone with acute respiratory illness who has been outside of Canada in the last 14 days.

This is an Agreement to Repair or Service – Not an Acknowledgement that Items are Warranted

The purpose of this agreement is to facilitate the resolution and repair of items promptly and in a safe manner. The parties acknowledge that this agreement is not an admission on the part of the Vendor that the items listed in Schedule A are covered by the statutory warranty, nor is it a waiver of any rights the Owner may have in respect of those items under the *Ontario New Home Warranties Plan Act*.

Additional Terms (if applicable)

The Vendor and the Owner have agreed to the following in connection with the service/repair work for the items listed in Schedule A:

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Acceptance of Agreement by Email

The Vendor and the Owner agree that this agreement may be executed by either party by email transmission and be binding in all respects.

DATE: _____

Vendor

Owner(s)

Per: _____
Name:
Title:

Per: _____
Name:

Per: _____
Name:
Title:

Per: _____
Name:

I/We have authority to bind the Corporation

SCHEDULE A TO COVID-19 AGREEMENT FOR REPAIRS

Home Enrolment Number: _____ Statutory Warranty Form Type: _____

Case Number: _____

List of Items to be Repaired:

Item #	Room / Location	Description

Vendor

Owner(s)

Per: _____

Name:

Title:

Per: _____

Name:

Per: _____

Name:

Title:

Per: _____

Name:

I/We have authority to bind the Corporation