

**BUILDER ARBITRATION FORUM**

**TARION'S RESPONSE**

Builder Name: \_\_\_\_\_

Builder Registration Number: \_\_\_\_\_

1. Tarion acknowledges receipt of the Builder's Request to Arbitrate relating to Warranty Assessment Report Reference Number \_\_\_\_\_ and confirms that the Builder is eligible to commence the arbitration pursuant to an Arbitration Agreement between the Builder and Tarion.

2. Tarion responds to the Builder's Request to Arbitrate as follows:

- Tarion submits that its assessment of warranted items is correct;
- Tarion submits that its assessment that the conciliation is chargeable is correct.
- Tarion disputes that any monies are owed by Tarion to the Builder.

3. Tarion requests the following decision:

- A declaration that the disputed item or items in the Warranty Assessment Report are warranted;
- A declaration that the conciliation is chargeable;
- A declaration that Tarion is not required to reimburse the Builder for repairs done or claims resolved by the Builder.
- A declaration that the Builder is required to indemnify Tarion for repairs or compensation paid by Tarion to the owner under the Warranty Assessment Report.

**Number of Witnesses**

4. Tarion plans to have \_\_\_\_\_ witness(es) at the hearing and expects that it will take \_\_\_\_\_ days to present its case.

**Arbitrator**

5. Tarion appoints the following person from the Builder's nominees as the Arbitrator in this matter:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**The Rules and Fees**

- 6. It is understood and agreed that the arbitration shall be conducted in accordance with the Builder Arbitration Forum Rules ("BAF Rules") adopted by Tarion and the Arbitration Agreement.
- 7. As required by Rule 4.4 in the BAF Rules, the Builder is required to provide Tarion with a deposit for the estimated fees, disbursements and HST of the Arbitrator pursuant to the Builder Arbitration Forum Tariff. The deposit provided by the Builder will be used and refunded as described in Rule 8.
- 8. The Builder's deposit must be in the form of a certified cheque or money order payable to Tarion Warranty Corporation in the amount of \$\_\_\_\_\_. The deposit must be delivered (facsimile delivery excluded) **within 14 days** of delivery of Tarion's Response. The deposit is calculated according to the Tariff as follows:

Daily Rate x _____ day(s) of hearing:	\$ _____
Arbitrator's estimated travel disbursements:	\$ _____
	_____
<b>TOTAL</b>	<b>\$ _____</b>

- 9. Enclosed are:
  - One signed original Arbitration Agreement, referred to in paragraph 1;
  - Other documents (*list the name, date and number of pages of the document below.*)
- 10. Tarion confirms that:
  - Tarion will be self-represented by an officer, director, or employee; or
  - Tarion will be represented by a lawyer at the arbitration hearing.

**TARION WARRANTY CORPORATION**

Date: \_\_\_\_\_

Per: \_\_\_\_\_

Print Name:

Print Title:

I have the authority to bind the Corporation.

**NOTE TO BUILDER:** Within 14 days of delivery of Tarion's Response, you must deliver, in accordance with the criteria set out in Rule 4.4 of the BAF Rules:

- a certified cheque or money order payable to Tarion Warranty Corporation in the amount specified above; and
- once Tarion receives your deposit, you will receive Tarion's case materials within 14 days.

**Please send your deposit to:**

Tarion Warranty Corporation  
Corporate Office  
Builder Arbitration Forum Coordinator  
5160 Yonge Street, 12th Floor  
TORONTO ON M2N 6L9

***To ensure that you meet the delivery date, we recommend that you use a reputable, same-day or overnight courier service.***