

CONFIDENTIAL
Until filed with the
Registrar of Regulations

REGISTRAR OF REGULATIONS	
Filed as O. Reg.	274/10
On	JUN 29 2010
Proposed source law publication dates:	
e-Laws	July 2/10
Ontario Gazette	July 17/10

reg2010.0140.e
6-MW

ONTARIO REGULATION
made under the
ONTARIO NEW HOME WARRANTIES PLAN ACT
Amending Reg. 892 of R.R.O. 1990
(Administration of the Plan)

Note: Regulation 892 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. (1) The definition of “major structural defect claim period” in section 1 of Regulation 892 of the Revised Regulations of Ontario, 1990 is revoked and the following substituted:

“major structural defect claim period” means,

- (a) the period beginning immediately after the date of possession and ending on the seventh anniversary of the date of possession, in the case of a warranty claim made under section 4.6, or
- (b) the period beginning immediately after the registration date of the declaration and description for the condominium project and ending on the seventh anniversary of the registration date, in the case of a warranty claim made under section 5.7; (“période de réclamation pour vice de construction important”)

(2) Section 1 of the Regulation is amended by adding the following definition:

“major structural defect form” means,

- (a) the form that the Corporation requires for a claim made under subsection 14 (4) of the Act for a home, in the case of a warranty claim made under section 4.6 of this Regulation, or
- (b) the form that the Corporation requires for a warranty claim that an owner makes in respect of the common elements of a condominium project and submits to the Corporation under subsection 14 (4) of the Act, in the case of a warranty claim made under section 5.7 of this Regulation; (“formule relative aux vices de construction importants”)

(3) The definition of “second-year claim period” in section 1 of the Regulation is revoked and the following substituted:

“second-year claim period” means,

- (a) the period beginning immediately after the first anniversary of the date of possession and ending on the second anniversary of the date of possession, in the case of a warranty claim made under section 4.4, or
- (b) the period beginning immediately after the first anniversary of the registration date of the declaration and description for the condominium project and ending on the second anniversary of the registration date, in the case of a warranty claim made under section 5.6; (“période de réclamation de deuxième année”)

(4) Section 1 of the Regulation is amended by adding the following definition:

“second-year form” means,

- (a) the form that the Corporation requires for a warranty claim that an owner submits to the Corporation during the second-year claim period, in the case of a warranty claim made under section 4.4, or
- (b) the form that the Corporation requires for a warranty claim that an owner makes in respect of the common elements of a condominium project and submits to the Corporation during the second-year claim period, in the case of a warranty claim made under section 5.6; (“formule de réclamation de deuxième année”)

2. Part II of the Regulation is amended by adding the following section:

ENROLMENT OF HOMES IN THE PLAN

1.1 (1) Forthwith upon the issue of a building permit authorizing the construction of a home, other than a condominium dwelling unit, but including a contracted home, the builder

shall enrol the home in the Plan by submitting to the Registrar a completed enrolment form as provided by the Corporation together with the enrolment fee set out in Schedule A.

(2) Not less than 30 days before the commencement of construction of a condominium project, the builder shall enrol the condominium project and each unit of it in the Plan by submitting to the Registrar a completed enrolment form as provided by the Corporation together with the enrolment fee set out in Schedule A.

(3) Upon the sale by a vendor of any home, including a contracted home, the builder shall provide to the Corporation confirmation in the prescribed form of the final sale price, to enable the Corporation to confirm or adjust the enrolment fee paid under subsection (1) or (2), as the case may be.

(4) Subject to subsection (5), if a builder has enrolled in the Plan a home, construction of which has not been commenced or which has been commenced but which is not fit for habitation, and if the home is acquired from the builder by a vendor, by way of conveyance, foreclosure or otherwise, it shall be re-enrolled in the Plan by submitting to the Corporation a completed enrolment fee set out in Schedule A.

(5) If a home referred to in subsection (4) vests in a trustee in bankruptcy, it shall be re-enrolled only if it was or is subject to a purchase agreement and if the Corporation has paid or is liable to make a payment to the purchaser under subsection 14 (1) of the Act.

3. The heading immediately before section 4 of the Regulation is revoked and the following substituted:

PART II.1 CLAIMS

CLAIMS — NOT CONDOMINIUM COMMON ELEMENTS

4. Subsection 4.1 (9) of the Regulation is revoked.

5. Subsection 4.4 (1) of the Regulation is revoked.

6. Subsection 4.6 (1) of the Regulation is revoked.

7. The Regulation is amended by adding the following sections:

CLAIMS — CONDOMINIUM COMMON ELEMENTS

5.2 (1) In sections 5.3 to 5.8,

“first-year claim period” means the period beginning immediately after the registration date of the declaration and description for the condominium project and ending on the first anniversary of that date; (“période de réclamation de première année”)

“first-year form” means the form that the Corporation requires for a warranty claim that an owner makes in respect of the common elements of a condominium project and submits to the Corporation during the first-year claim period; (“formule de réclamation de première année”)

“owner” means, in respect of common elements of a condominium project, means the condominium corporation. (“propriétaire”)

(2) Sections 5.3 to 5.8 apply to warranty claims made in respect of common elements of a condominium project registered on or after July 1, 2010.

(3) Sections 4 to 5.1 do not apply to warranty claims made in respect of common elements of a condominium project registered on or after July 1, 2010.

5.3 The Corporation may, in its sole discretion, extend or abridge any times specified in sections 5.5 to 5.7, if it determines that,

- (a) the vendor is unable or unwilling to repair or resolve the claim items covered by a warranty;
- (b) the warranty claim involves items requiring seasonal repairs including air conditioning, items involving health and safety or items involving other extraordinary circumstances; or
- (c) the specified times begin in, end in or span the period from December 24 of one year to January 1 of the following year, both inclusive.

5.4 (1) A person whom any of sections 5.5 to 5.7 requires to submit a form to the Corporation shall submit the form by hand, courier, facsimile transmission or, except during a general interruption of postal service, regular mail or registered mail.

(2) Submission by hand or courier is effective on the day that the Corporation receives it, if that day is a business day, and otherwise on the next business day.

(3) Submission by facsimile transmission is effective on the day sent, whether it is a business day or not.

(4) Submission by regular mail is effective on,

- (a) the post-mark date if the Corporation receives it within 10 days of the expiry of the period during which this section permits the submission; or
- (b) the date that the Corporation receives it, otherwise.

CONDOMINIUM COMMON ELEMENTS — FIRST-YEAR CLAIMS

5.5 (1) In order to make a warranty claim during the first-year claim period in respect of the common elements of a condominium project, the owner shall complete and submit to the Corporation a first-year form.

(2) An owner may submit one or more first-year forms to the Corporation at any time during the first-year claim period.

(3) If an owner submits a first-year form to the Corporation during the first-year claim period, the vendor shall have until the end of the 18-month period from the first anniversary of the registration date of the declaration and description for the condominium project to repair or resolve the claim items listed on the form.

(4) If the vendor does not repair or resolve the claim items listed on the first-year form submitted in accordance with this section by the end of the period specified in subsection (3), the owner may request a conciliation by contacting the Corporation at any time within 60 days after the end of the period specified in that subsection.

(5) If the owner does not request a conciliation under subsection (4) or if the owner cancels the conciliation requested under that subsection, the owner shall be deemed to have withdrawn all claim items listed on the first-year form that the vendor does not repair or resolve by the end of the period specified in subsection (3).

(6) If the owner requests a conciliation under subsection (4), the vendor shall have 90 days from the date of the owner's request to repair or resolve the claim items listed on the first-year form.

(7) If an owner requests conciliation under subsection (4) and the vendor does not repair or resolve the claim items within the 90 days from the date of the request, the Corporation shall, at any time between the 91st day and the 150th day, both inclusive, from the date of the request, conduct a conciliation and issue to the owner and the vendor a report setting out the Corporation's assessment of whether the claim items are covered by a warranty.

(8) The vendor shall have a further 90 days from the date on which the report is issued to complete the repairs or otherwise resolve all warranted items set out in the report.

(9) If the vendor does not complete the repairs or otherwise resolve all warranted items set out in the report, the Corporation shall, subject to subsection 14 (3) of the Act and section 6 of

this Regulation, pay compensation out of the guarantee fund to the owner or shall perform or arrange for the performance of any required work.

CONDOMINIUM COMMON ELEMENTS — SECOND-YEAR CLAIMS

5.6 (1) In order to make a warranty claim during the second-year claim period in respect of the common elements of a condominium project, the owner shall complete and submit to the Corporation a second-year form.

(2) An owner may submit one or more second-year forms to the Corporation under subsection (1) at any time during the second-year claim period.

(3) If an owner submits a second-year form to the Corporation during the second-year claim period, the vendor shall have until the end of the six-month period from the second anniversary of the registration date of the declaration and description for the condominium project to repair or resolve the claim items listed on the form.

(4) If the vendor does not repair or resolve all of the claim items listed on the second-year form submitted in accordance with this section by the end of the period specified in subsection (3), the owner may request a conciliation by contacting the Corporation at any time within 60 days after the end of the period specified in that subsection.

(5) If the owner does not request a conciliation under subsection (4) or if the owner cancels the conciliation requested under that subsection, the owner shall be deemed to have withdrawn all claim items listed on the second-year form that the vendor does not repair or resolve by the end of the period specified in subsection (3).

(6) If the owner requests a conciliation under subsection (4), the vendor shall have 90 days from the date of the owner's request to repair or resolve the claim items listed on the second-year form.

(7) If an owner requests a conciliation under subsection (4) and the vendor does not repair or resolve the claim items within 90 days from the date of the request, the Corporation shall, at any time between the 91st day and the 150th day, both inclusive, from the date of the request, conduct a conciliation and issue to the owner and the vendor a report setting out the Corporation's assessment of whether the claim items are covered by a warranty.

(8) The vendor shall have a further 90 days from the date on which the report is issued to complete the repairs or otherwise resolve all warranted items set out in the report.

(9) If the vendor does not complete the repairs or otherwise resolve all warranted items set out in the report, the Corporation shall, subject to subsection 14 (3) of the Act and section 6 of this Regulation, pay compensation out of the guarantee fund to the owner or shall perform or arrange for the performance of any required work.

CONDOMINIUM COMMON ELEMENTS — MAJOR STRUCTURAL DEFECT CLAIMS

5.7 (1) In order to make a warranty claim under subsection 14 (4) of the Act in respect of the common elements of a condominium project, the owner shall complete and submit to the Corporation a major structural defect form during the major structural defect claim period.

(2) An owner may submit one or more major structural defect forms to the Corporation under subsection (1) at any time during the major structural defect claim period.

(3) If an owner submits a major structural defect form to the Corporation under subsection (1) during the major structural defect claim period, the Corporation shall conduct a conciliation and issue to the owner a report setting out the Corporation's assessment of whether the claim items listed on the form are covered by the major structural defect warranty.

CONDOMINIUM COMMON ELEMENTS — CONCILIATION OF DISPUTES

5.8 (1) In connection with a warranty claim made in respect of common elements of a condominium project under section 5.5 or 5.6, the Corporation may, at any time, conduct a conciliation if the Corporation determines that the parties are not acting reasonably to resolve the items listed on the first-year form or the second-year form, as the case may be, that the owner submits to the Corporation.

(2) If the Corporation conducts a conciliation in accordance with any of sections 5.5, 5.6, 5.7 or this section, the vendor and owner shall each pay to the Corporation the applicable conciliation fee set out in Schedule A.

(3) If the Corporation determines that the conciliation reveals one or more defects that is covered by a warranty, the Corporation shall refund to the owner the conciliation fee paid by the owner.

(4) If the Corporation determines that the conciliation should not be chargeable to the vendor, the Corporation shall refund to the vendor the conciliation fee paid by the vendor.

8. Section 8 of the Regulation is revoked.

9. Paragraphs 5 and 6 of Schedule A to the Regulation are revoked and the following substituted:

Conciliation Fees		
5.	The fee payable by an owner of a dwelling unit for a conciliation of a dispute under section 5 is,	
	(a) if the request for conciliation is made before July 1, 2009	50
	(b) if the request for conciliation is made on or after July 1, 2009	250
6.	The fee payable by a vendor of a dwelling unit for a conciliation of a dispute under section 5 is,	
	(a) if the request for conciliation is made before July 1, 2009,	
	(i) for the first conciliation with respect to each 25 units or fewer sold by the vendor	no fee

	(ii) for each conciliation after the first conciliation with respect to each 25 units or fewer sold by the vendor	550
	(b) if the request for conciliation is made on or after July 1, 2009	1,000
6.1	The fee payable by a condominium corporation as the owner of common elements for a conciliation of a dispute under any of sections 5.5 to 5.8 is	1,000
6.2	The fee payable by the vendor of common elements for a conciliation of a dispute under any of sections 5.5 to 5.8 is	3,000

10. This Regulation comes into force on the day it is filed.

CONFIDENTIEL
jusqu'au dépôt auprès du
registrateur des règlements

reg2010.0140.f06.EDI
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RÈGLEMENT DE L'ONTARIO

pris en application de la

LOI SUR LE RÉGIME DE GARANTIES DES LOGEMENTS NEUFS DE L'ONTARIO

modifiant le Règl. 892 des R.R.O. de 1990

(Administration du Régime)

Remarque : Le Règlement 892 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

1. (1) La définition de «période de réclamation pour vice de construction important» à l'article 1 du Règlement 892 des Règlements refondus de l'Ontario de 1990 est abrogée et remplacée par ce qui suit :

«période de réclamation pour vice de construction important» :

- a) La période qui commence immédiatement après la date de prise de possession et qui se termine le septième anniversaire de cette date, dans le cas d'une réclamation au titre de la garantie présentée en application de l'article 4.6;
- b) La période qui commence immédiatement après la date d'enregistrement de la déclaration et de la description du projet condominial et qui se termine le septième anniversaire de cette date, dans le cas d'une réclamation au titre de la garantie présentée en application de l'article 5.7. («major structural defect claim period»)

(2) L'article 1 du Règlement est modifié par adjonction de la définition suivante :

«formule relative aux vices de construction importants» :

- a) La formule que la Société exige pour la présentation d'une réclamation visée au paragraphe 14 (4) de la Loi à l'égard d'un logement, dans le cas d'une réclamation au titre de la garantie présentée en application de l'article 4.6 du présent règlement;
- b) La formule que la Société exige pour une réclamation au titre de la garantie que le propriétaire fait à l'égard des parties communes d'un projet condominial et qu'il lui présente en application du paragraphe 14 (4) de la Loi, dans le cas d'une réclamation au titre de la garantie présentée en application de l'article 5.7 du présent règlement. («major structural defect form»)

(3) La définition de «période de réclamation de deuxième année» à l'article 1 du Règlement est abrogée et remplacée par ce qui suit :

«période de réclamation de deuxième année» :

- a) La période qui commence immédiatement après le premier anniversaire de la date de prise de possession et qui se termine le deuxième anniversaire de cette date, dans le cas d'une réclamation au titre de la garantie présentée en application de l'article 4.4;
- b) La période qui commence immédiatement après le premier anniversaire de la date d'enregistrement de la déclaration et de la description du projet condominial et qui se termine le deuxième anniversaire de cette date, dans le cas d'une réclamation au titre de la garantie présentée en application de l'article 5.6. («second-year claim period»)

(4) L'article 1 du Règlement est modifié par adjonction de la définition suivante :

«formule de réclamation de deuxième année» :

- a) La formule que la Société exige pour une réclamation au titre de la garantie que le propriétaire lui présente au cours de la période de réclamation de deuxième année, dans le cas d'une réclamation au titre de la garantie présentée en application de l'article 4.4;
- b) La formule que la Société exige pour une réclamation au titre de la garantie que le propriétaire fait à l'égard des parties communes d'un projet condominial et qu'il lui présente au cours de la période de réclamation de deuxième année, dans le cas d'une réclamation au titre de la garantie présentée en application de l'article 5.6. («second-year form»)

2. La partie II du Règlement est modifiée par adjonction de l'article suivant :

ENREGISTREMENT DE LOGEMENTS AUX FINS DU RÉGIME

1.1 (1) Dès la délivrance d'un permis de construire autorisant la construction d'un logement, autre qu'une unité condominiale d'habitation, mais y compris un logement sur contrat, le constructeur enregistre le logement aux fins du Régime en remettant au registrateur une formule d'enregistrement dûment remplie fournie par la Société, ainsi que les droits d'enregistrement indiqués à l'annexe A.

(2) Au plus tard 30 jours avant le début de la construction d'un projet condominial, le constructeur enregistre le projet condominial et chaque partie privative de ce dernier aux fins du Régime en remettant au registrateur une formule d'enregistrement dûment remplie fournie par la Société, ainsi que les droits d'enregistrement indiqués à l'annexe A.

(3) À la vente d'un logement, y compris un logement sur contrat, par le vendeur, le constructeur fournit à la Société, selon la formule prescrite, la confirmation du prix de vente final pour permettre à cette dernière de confirmer ou de rajuster les droits d'enregistrement payés aux termes du paragraphe (1) ou (2), selon le cas.

(4) Sous réserve du paragraphe (5), si le constructeur a enregistré, aux fins du Régime, un logement dont la construction n'a pas commencé, ou dont la construction a commencé mais qui n'est pas propre à l'habitation, et qu'un vendeur a acquis le logement de lui par voie de cession, de forclusion ou autrement, le logement est enregistré de nouveau aux fins du Régime en remettant à la Société les droits d'enregistrement indiqués à l'annexe A.

(5) Si le logement visé au paragraphe (4) est dévolu à un syndic de faillite, il n'est enregistré de nouveau que s'il faisait ou fait l'objet d'une convention d'achat et que si la Société a fait ou est tenue de faire un paiement à l'acheteur aux termes du paragraphe 14 (1) de la Loi.

3. L'intertitre qui précède l'article 4 du Règlement est abrogé et remplacé par ce qui suit :

PARTIE II.1 RÉCLAMATIONS

RÉCLAMATIONS NE CONCERNANT PAS LES PARTIES COMMUNES D'UN CONDOMINIUM

4. Le paragraphe 4.1 (9) du Règlement est abrogé.

5. Le paragraphe 4.4 (1) du Règlement est abrogé.

6. Le paragraphe 4.6 (1) du Règlement est abrogé.

7. Le Règlement est modifié par adjonction des articles suivants :

