

The Performance Standards referred to herein are intended to specify the performance standards for construction of Residential Units and their common property, if any, and to set forth the basis for determining the validity of all Purchasers' complaints. This relates to defective materials and workmanship during the first year phase of the Warranty under National Home Warranty Group Inc.

Only the most frequent defects of concern to the Purchaser have been enumerated in the Performance Standards set forth in the pages that follow. If a specific defect has not been enumerated, this indicates only that a performance standard for such a defect has not been adopted by National Home Warranty Group Inc.

To the extent that a performance standard for construction has not been enumerated in these Performance Standards, Builders shall construct Residential Units and their common property, if any, in accordance with good industry practice and those codes listed herein. The validity of any defect, for which a standard has not been enumerated herein, shall be determined on the basis of good industry practice and any cancellation or arbitration of such complaints shall be conducted according to the aforementioned policy. Where no performance standard has been set out herein, the conciliator/arbitrator must use his own judgment in determining whether corrective action is or is not required.

Non-compliance with the Performance Standards calls for corrective action by the Builder. The following Performance Standards are designed for easy comprehension by both the layman and the Builder as follows:

1. Possible Defect – a brief statement in simple terms of the problem to be considered.
2. Performance Standard – a performance standard relating to the specific defect.
3. Builder Responsibility – a statement of the corrective action required of the Builder to repair the defect.

CONCILIATION POLICY

1. CODE INFRACTIONS

Any code infraction is considered a workmanship defect and must be repaired by the Builder during the first year phase of the Warranty.

A code infraction causing, or likely to cause, structural damage or that is a threat to health or safety must be repaired at any time during the five year Warranty by the Builder, or the Program if the Builder fails to repair.

Code infractions that are brought to the Program's attention after the first year Warranty has expired, that are not causing damage or threatening health or safety, may be monitored for a reasonable time to determine that the infraction will not cause a threat to health or safety, and if so determine, the infraction may then be disclaimed at the discretion of the Program.

Only the appropriate Codes in effect at the time of construction will be enforced.

2. PATENT DEFECTS AND COMPLETION ITEMS:

The Program will not complete any work that was not finished by the Builder. The Purchaser must be prudent in protecting himself by means of financial holdback, etc.

The same policy applies to "Patent Defects". The Purchaser has an obligation to inspect the Residential Unit prior to taking possession and making the necessary arrangement for the repair of Patent Defects or completion of work. The Program will not complete a contract or repair Patent Defects.

3. MEASUREMENTS

Both metric and imperial measurements/tolerances have been used throughout the Performance Standards. If slight discrepancies exist between these metric and imperial measurements/tolerances, then in all instances the metric measurements/tolerances should be considered as the ruling measurements/tolerances.

4. GENERAL

It should be noted that Builder responsibility does not extend to any items subjected to Purchaser neglect, abuse or modification and includes those items requiring Purchaser maintenance.

Consideration is given to the circumstances relating to the defect when determining Builder responsibility and may deviate somewhat from these performance guidelines.

BUILDING CODES

The Builder shall construct any Residential Unit and Common Property in accordance with the building standards prescribed at the time of issuance of the building permit by the authority having jurisdiction, and the standards prescribed by the Program as amended from time to time.

BUILDING CODES:

- a) National Building Code of Canada and amendments thereto.
- b) Provincial Building Code and amendments thereto.

PLUMBING CODES:

Provincial Plumbing Code and amendments thereto.

ELECTRICAL CODES:

Subject to the Canadian Electrical Code and amendments thereto or the appropriate Provincial or Municipal legislation.

GAS CODES:

Subject to the Gas Act either in whole or in part, the standards of the Canadian Gas Association.

FIRE CODES:

Subject to the Fire Marshal Act either in whole or in part, the standards of the National Fire Code of Canada, and amendments thereto.

WOOD

Rough Carpentry

Defect Item	Performance Standard	Builder Responsibility
Uneven floors	Floors should not be more than 6mm (1/4") out of level within any 800mm (32") measurement except on the first floor joist running parallel to a supporting wall. Also, floors shall not exceed deflection tables listed in the appropriate Building Code.	Builder shall repair as required to meet the performance standard.
Squeaking floors or loose sub-floors	Excessively squeaking floors are not acceptable; however, a squeak-proof floor cannot be guaranteed. Minor squeaks are not uncommon to wood construction.	Builder shall take such action as necessary to alleviate excessive squeaks.
Walls uneven or out of plumb	Walls more than 12mm (1/2") out of plumb in 2400mm (8') are considered excessive. This performance standard does not apply to Patent Defects.	Builder shall repair required to meet the performance standard. Builder shall repair as required to meet the performance standard
Bowed walls	All interior and exterior walls may have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the finished surface. Walls should not bow more than 9mm (3/8") out of line with any 800mm (32") horizontal or vertical measurement.	Builder shall repair as required to meet the performance standard
Bowing of roof trusses, rafters	Roof members shall not deflect to exceed the deflection tables listed in the appropriate Building Code.	Builder shall repair or replace defective members to acceptable standards.

DOORS AND WINDOWS

Doors

Defect Item	Performance Standard	Builder Responsibility
Warpage of exterior doors	<p>Exterior doors may warp to some degree due to temperature differential and the presence of moisture.</p> <p>Doors shall not warp to the extent that they become inoperable or cease to be weather tight or where the warpage exceeds 6mm (1/4") measured diagonally from corner to corner.</p>	<p>Correct or replace warped, inoperable or poorly fitting doors and refinish these doors to match existing door finish if required. Minor adjustments to weather stripping, etc. are the responsibility of the Purchaser.</p>
Cracks and splits in exterior wood doors	Cracks, where light is visible through the door, are not acceptable.	Correct and/or refinish defective doors to meet the performance standard.
Shrinkage of insert panels show raw wood edges on exterior doors	Panels may shrink and expand, thus exposing unfinished surfaces.	None.
Doors out of adjustment	Doors must operate in a smooth manner.	Builder shall repair as required to meet the performance standard. Normal maintenance is the responsibility of the Purchaser.
Warpage of wooden interior passage and closet doors	Interior doors (full opening) should not warp to exceed 6mm (1/4") measured diagonally from corner to corner, provided the proper levels of humidity are being maintained in the Residential Unit.	Correct or replace warped, inoperable or poorly fitting doors and refinish these doors to match existing door finish if required.

DOORS AND WINDOWS Cont.

Garage door(s) on attached garage

Defect Item	Performance Standard	Builder Responsibility
Garage door(s) fail to operate properly under normal use	Garage door(s) shall operate in a smooth manner.	Correct or adjust garage door(s) as required, except where the cause is determined to result from Purchaser actions or negligence.
Garage door(s) allows entrance of snow or water	Garage door(s) shall be installed as recommended by the manufacturer. Some entrance of the elements may occur under normal and adverse weather conditions.	Builder shall adjust or correct garage door(s) to meet manufacturer's recommendations.

Windows

Defect Item	Performance Standard	Builder Responsibility
Window not functioning properly	Windows shall operate in a smooth manner and with reasonable ease, as designed.	Builder shall repair as required to meet the performance standard.
Condensation forming between factory sealed units	Condensation forming between factory sealed units is not acceptable.	Builder shall replace defective units.
Condensation and/or frost on windows.	Condensation is usually the result of climatic. Humidity conditions created within the Residential Unit.	None

Glass

Defect Item	Performance Standard	Builder Responsibility
Broken glass	Any broken glass not reported to the builder prior to contract closing is the Purchaser's responsibility.	None.
Stress cracking of glass due to movement/settlement	Stress cracking of glass is not acceptable.	Builder shall replace cracked units.

DOORS AND WINDOWS Cont.

Weather stripping around doors and seals

Defect Item	Performance Standard	Builder Responsibility
Air infiltration around doors and windows	Air infiltration around doors and windows. Some air infiltration may be noticeable around doors and windows, especially during high winds. Poorly fitted weather stripping should be adjusted or replaced. It may be necessary for the Purchaser to have storm doors and windows installed to provide satisfactory solutions in high wind areas.	Builder shall adjust or correct poorly fitted doors, windows or weather stripping.

FINISHES

Resilient Flooring

Defect Item	Performance Standard	Builder Responsibility
Depression or ridges appear in the resilient flooring due to subfloor irregularities	Readily apparent depressions or ridges exceeding 3mm (1/8") should be repaired. The ridge or depression measurement is taken as the gap created at one end of a 150mm (6") straight edge placed over the depression or ridge with 75mm (3") on one side of the defect held tightly to the floor.	Builder shall take corrective action as necessary to bring the defect within acceptable tolerances so that it is not readily visible. Builder is not responsible for discontinued patterns or colour variations in floor coverings or for problems caused by the Purchaser's neglect or abuse.
Seams or shrinkage gaps at resilient flooring joints	Seams in resilient flooring joints shall be tight fitting. Gaps should not exceed 1mm (1/32") in width in resilient floor covering joints. Where dissimilar materials abut (carpet to resilient floors), gaps shall not exceed 3mm (1/8"). Pattern misalignment at seams is considered a Patent Defect.	Builder shall repair or replace, at Builder's option, the affected resilient flooring as required. Builder will not be responsible for discontinued patterns or colour variation of floor coverings or for problems caused by the Purchaser's neglect or abuse.
Resilient flooring lose adhesion	Resilient flooring should not lift, bubble or become unglued.	Builder shall repair, or replace, at Builder's option, the affected resilient flooring as required. Builder will not be responsible for discontinued patterns or colour variations of floor coverings or for problems caused by the Purchaser's neglect or abuse.
Nail pops appear on the surfaces of resilient flooring	Excessive nail popping is required to be repaired.	Builder shall correct excessive nail popping, as well as nail pops which have broken the surface. Builder will repair or replace, at Builder's option, resilient floor covering in the affected area with similar material. Builder will not be responsible for discontinued patterns or colour variations of floor coverings or for

FINISHES Cont.

Carpeting

Defect Item	Performance Standard	Builder Responsibility
Seams or shrinkage gaps	Carpet seams may be visible; however, no gaps are permissible. Where dissimilar materials abut, a gap not to exceed 3mm (1/8") is permissible. Pattern misalignment at seams is considered a Patent Defect.	Builder shall repair as required to meet the performance standard.
Carpeting becomes loose, seams separate or buckling occurs.	Wall to wall carpeting, installed as the primary floor covering and when stretched and secured properly, should not become loose, buckle or separate from its point of attachment.	Builder shall re-stretch or re-secure carpeting as needed.
Spots on carpet or fading	Exposure to sunlight may cause spots or fading on carpet.	None.

Finished Wood Flooring

Defect Item	Performance Standard	Builder Responsibility
Cracks developing between finished floor boards (strip, parquet, etc.)	Cracks in excess of 2mm (1/16") in width should be corrected.	Builder shall repair cracks in excess of 2mm (1/16") in width.

Ceramic Tile

Defect Item	Performance Standard	Builder Responsibility
Ceramic tile cracks or becomes loose	Ceramic tile cracks or becomes loose	Builder shall replace cracked tiles and re-secure loose tiles unless the defects were caused by the Purchaser's action or negligence. An exact match of the existing tile colour and/or pattern cannot be guaranteed.

FINISHES Cont.

Cracking of Grout Joints

Defect Item	Performance Standard	Builder Responsibility
Cracks appear in grouting of ceramic tile joints or at junctions with other materials such as bath tubs	Cracks in grouting of ceramic tile joints are commonly due to shrinkage conditions. Hairline cracks are acceptable.	Builder shall repair cracked grouting. Builder will not be responsible for slight colour variations or discontinued coloured grout.

Ceramic Tile/Wall Installation

Defect Item	Performance Standard	Builder Responsibility
Water penetration behind ceramic tile bathtub/shower enclosures	Water should not penetrate behind ceramic tile surfaces. The joint between ceramic tile and any other surface shall be properly sealed at possession.	Where a construction defect exists, Builder shall repair. Builder will not be responsible for the Purchaser's maintenance. Maintenance/upkeep of this joint is the responsibility of the Purchaser

Gypsum Wallboard

Defect Item	Performance Standard	Builder Responsibility
Cracks and blisters in tape of gypsum board surfaces	Slight imperfections are not unusual on gypsum board surfaces. Gypsum board defects greater than 2mm (1/16") in width or 300mm (12") in length are considered excessive.	Where required, the Builder shall fill and sand excessive cracks. *
Corner bead separation	Corner bead or taping separation creating cracks greater than 2mm (1/16") in width or 300mm (12") in length are considered excessive.	Where required, the Builder shall fill and sand excessive cracks. *
Ceiling uneven	Bulges or indentations exceeding 6mm (1/4") over the support space are considered excessive.	Builder shall repair as required to meet the performance standard. *

FINISHES Cont.

Gypsum Wallboard Cont.

Defect Item	Performance Standard	Builder Responsibility
Drywall fasteners breaking drywall finished surface, commonly referred to as “nail pops”	This phenomena is not at all associated with the movement of nails/screws; rather it is associated with the shrinkage of wood into which the fastener has been driven. The conciliator/arbitrator, in determining the validity of a complaint of this nature, will base his decision on whether or not the occurrences are excessive, and that decision will be judgmental.	1) The occasional “nail pop” in any single wall or ceiling surface is to be expected and is normal. Builder responsibility is none. 2) When it is determined by the conciliator/arbitrator that the phenomena is excessive, the Builder will be required to reset the fasteners, fill and sand smooth the affected areas. *

* For all items above, in exceptional cases the conciliator/arbitrator may require the Builder to repaint the affected areas(s) with a paint match as close as possible to original finish. However, an exact match in surface texture or colour cannot be guaranteed. The Builder will be required to effect the repairs to the above item(s), once only, during the one year Warranty period.

Truss Uplift

Defect Item	Performance Standard	Builder Responsibility
Ceiling/wall corner separation, commonly referred to as “roof truss uplift”	<p>A wintertime occurrence, indicated in some instances by a separation of a minor nature (hairline crack, stretching or corner tape, etc.) and, in other, to varying degrees of separation to 19mm (3/4”) (open crack and broken corner tape).</p> <p>Once thought to be a rare occurrence, the frequency of this problem has increased considerably with increased amounts of ceiling insulation and air tightness requirements. This creates a temperature/ moisture variation between those part of the wood frame truss assembly buried in the insulation to those parts of the truss assembly exposed in the unheated attic space. The variation can result in some movement upward at approximately centre span of the truss.</p>	<p>The Builder should not attempt a winter repair of the problem described herein. Repairs should be deferred until such time as the truss lower cord members return to their original position, and gaps close.</p> <p>The Builder may repair by installing mouldings at the ceiling/wall junction in the affected rooms. The moulding should be attached to the ceiling only to act as a slip joint.</p> <p>Builder is not responsible to repair where the gypsum board ceiling at wall interfaces conforms to detail outlined in NRC Canadian Building Digest Bulletin CBD 244.</p>

FINISHES Cont.

Painting

Defect Item	Performance Standard	Builder Responsibility
Paint not acceptable	Paints and other protective coatings and their application shall conform to acceptable industry standards.	Builder shall take corrective action as required. Areas to be repainted shall be matched as closely as possible to existing colour and surface textures. An exact match of texture and colour cannot be guaranteed.
Exterior paint or stain peels, deteriorates or fades	Exterior paints or stains should not fail during the first year; however, fading is normal and the degree is dependent on climatic conditions.	If paint or stain is defective, Builder will properly prepare and refinish affected areas, matching colour as close as possible. Where finish deterioration affects the majority of the wall area, the whole area will be refinished. An exact match of texture and colour cannot be guaranteed.
Painted surfaces lifting or peeling, usually caused by excessive moisture in wood member.	Paint blisters or peeling lifting are not acceptable.	Builder shall clean and repaint; matching existing colours as closely as possible.
Painting required as corollary repair because of other work	Necessary repairs required under the Limited Warranty should be refinished to match surrounding areas as closely as possible.	Refinished repaired areas as indicated. An exact match of texture and colour of the repaired and refinished wall or ceiling surface with adjacent wall or ceiling surface cannot be guaranteed.
Deterioration of varnish or lacquer finishes	Natural finishes on interior woodwork should not deteriorate during the first year; however, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Limited warranty.	Builder shall retouch affected areas of natural finish interior woodwork, matching colour as closely as possible. An exact match of texture and colour cannot be guaranteed.
Mildew or fungus on painted surfaces	Mildew or fungus may form on a painted surface in the structure is subject to abnormal exposures (i.e. rainfall, ocean, lake or river front).	None. As mildew or fungus formation is a condition the Builder cannot control, unless it is a result of non-compliance with other sections of the performance standard.

FINISHES Cont.

Wall Covering

Defect Item	Performance Standard	Builder Responsibility
Peeling of Builder applied wall covering (wall paper)	Peeling of wall covering should not occur under normal humidity conditions.	Builder shall repair or replace defective wall covering applications.

Cabinets

Defect Item	Performance Standard	Builder Responsibility
Cabinet doors warped	Cabinet doors shall not warp to exceed 3mm (1/8") measured diagonally from corner to corner.	Correct or replace defective doors and refinish these doors to match existing doors as closely as possible.
Cabinets crooked or pulling away from wall	Cabinets shall be square and plumb. Joints between cabinets and walls or other fixtures shall not exceed 3mm (1/8") in width.	Builder shall repair as required to meet the performance standard.
Surface cracks, joint delaminations and chips in high pressure laminates on vanity and kitchen cabinet countertops	Countertops fabricated with high pressure laminate coverings should not delaminate.	Builder shall repair or replace delaminated coverings, unless the defect is determined to be a result of the Purchaser's abuse.
Separation of countertop mitre joints	Any separation of countertop mitre joints is unacceptable.	Builder shall take corrective action as required.

Exterior Finishing

Defect Item	Performance Standard	Builder Responsibility
Gaps in exterior trim and between dissimilar materials	Joints between exterior trim elements, including siding, should not result in open cracks in excess of 4mm (3/16") in width.	Builder to repair open cracks by caulking or replacing trim as necessary.

FINISHES Cont.

Fireplaces & Chimneys

Defect Item	Performance Standard	Builder Responsibility
Fireplace or chimney does not draw properly	A properly designed and constructed fireplace and chimney will function properly. It is normal to expect that temporary negative draft situations can be caused by high winds or obstructions such as large branches of trees too close to the chimney. Some Residential Units may need to have a window opened slightly to create an effective draft if the home is air tight to meet high energy conservation criteria.	Builder shall determine the cause of malfunction and take corrective action if the problem is one of design or construction of the fireplace.
Chimney separation from structure to which is attached	Chimneys will often incur slight amounts of separation. Separation shall not exceed 12mm (1/2") from the main structure in any 3 metre (10') vertical measurement.	Builder shall determine the cause of separation and take corrective action if standard is not met.
Firebox paint changed by fire	Heat from fires may alter finish.	None.

THERMAL AND MOISTURE PROTECTION

Venting

Defect Item	Performance Standard	Builder Responsibility
Inadequate ventilation of attics and crawl space	Venting shall be installed as dictated by the appropriate Building Code.	Builder shall provide for adequate ventilation. Consideration must be given to the location and size of vents in order to provide adequate cross flow venting and to provide maximum protection from wind driven rain & snow.

Insulation

Defect Item	Performance Standard	Builder Responsibility
Insufficient insulation	Insulation shall be installed in accordance with applicable energy and Building Code requirements.	Builder shall install insulation in sufficient amounts to meet the performance standard.

Roofing

Defect Item	Performance Standard	Builder Responsibility
Asphalt shingles not sealing	Asphalt shingles and self sealing asphalt shingles should seal properly. Shingles installed during winter months should be protected against wind uplift. Shingles damaged or not performing their intended function due to Builder negligence are not acceptable.	Builder shall repair or replace damaged shingles to within industry standards.
Roof sheathing uneven or defective causing scalloping	Roof sheathing that significantly impairs the appearance or performance of the finish roofing is not acceptable.	Builder to take corrective action as required.
Ice buildup on roof	This condition occurs when snow and ice accumulate and gutters and downspouts freeze up. During prolonged cold periods, ice buildup may occur at the eaves of a roof. The prevention of ice buildup on the roof is the Purchaser's responsibility.	None.
Roof or flashing leaks	Roofs or flashing shall not leak under normally anticipated weather conditions, except where cause is determined to result from ice buildup or the Purchaser's actions or negligence	Builder shall repair any verified roof or flashing leaks not caused by ice buildup or the Purchaser's actions or negligence.

THERMAL AND MOISTURE PROTECTION Cont.

Roofing Cont.

Defect Item	Performance Standard	Builder Responsibility
Standing water on flat roof	Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.	Builder shall take corrective action to assure proper drainage of roof.

Louvers & Vents

Defect Item	Performance Standard	Builder Responsibility
Leaks due to snow or rain being driven into the attic through louvers or vents	Attic vents and/or louvers must be installed in accordance with the recognized Building Code applicable for the area. Infiltration of rain and snow can occur, depending on the force and direction of the wind.	Builder to correct only if the installation is not in conformance with the Building Code.

Siding

Defect Item	Performance Standard	Builder Responsibility
Delamination of veneer siding	All siding shall be installed according to the industry's accepted standards.	Builder shall repair or replace siding as required unless the defective siding was caused by Purchaser's neglect to maintain siding properly. Repaired area may not match exactly in colour and/or surface texture.
Joint separation of veneer siding	All siding shall be installed according to the industry's accepted standards.	Builder shall repair or replace siding as required unless the defective siding was caused by Purchaser's neglect to maintain siding properly. Repaired area may not match exactly in colour and/or surface texture.

THERMAL AND MOISTURE PROTECTION Cont.

Siding Cont.

<p>Wavy appearance or other surface imperfections in manufactured exterior siding materials</p>	<p>Exterior manufactured siding should be free of manufacturer defects and installed in accordance with industry standards. Siding materials should prevent the penetration of rain or snow. Highly reflective siding surfaces tend to magnify surface imperfections such as variations in colour, texture, flatness and are not considered defects in construction</p> <p>Complaints relating to extensive or unusual siding surface imperfections may require a judgment decision by the Program’s conciliator/arbitrator.</p>	<p>Builder shall install exterior siding in accordance with manufacturer’s instruction and will repair or replace defective siding material improperly installed.</p>
<p>Cracks in masonry or stucco siding</p>	<p>Small cracks in mortar joints and stucco are not uncommon. Cracks greater than 2mm (1/16”) in width are considered excessive.</p>	<p>Builder shall repair cracks in excess of 2mm (1/16”) in width. These repairs should be made toward the end of the first year of the Limited Warranty period to permit normal settling to stabilize.</p>

Sealants

Defect Item	Performance Standard	Builder Responsibility
<p>Leaks in exterior walls due to inadequate caulking</p>	<p>Joints and cracks in exterior wall surfaces and around openings should be properly caulked to prevent entry of water. Properly installed caulking may shrink and should be maintained by the Purchaser within the life of the Residential Unit after the first year of Limited Warranty.</p>	<p>Builder shall repair and/or caulk joints or cracks in exterior wall surface as required correct defects.</p>

THERMAL AND MOISTURE PROTECTION Cont.

Gutters and Downspouts

Defect Item	Performance Standard	Builder Responsibility
Gutters and downspouts not performing properly	Gutters and downspouts should be water tight and drain properly. Where connected to a sewer, extensions shall be provided to carry rainwater away from the building in a manner which will prevent soil erosion.	Builder shall repair or replace defective components to meet downspouts are not the performance standard.
Standing water in gutters	When attached gutters are unobstructed by debris, standing water may not exceed 25mm (1"). Where "built-in" gutters are unobstructed by debris, standing water may not exceed 50mm (2").	Builder shall repair as required to meet the performance standard.

CONCRETE

Expansion and Construction Joints

Defect Item	Performance Standard	Builder Responsibility
Separation or movement of concrete slabs within the structure at expansion and construction joints	Concrete floor slabs within the structure are designed to move at expansion and construction joints Cracks in excess of 3mm (1/8") in width shall be repaired.	Builder shall repair cracks or separation at expansion joints and construction joints in excess of 3mm (1/8") in width.

Cast-In-Place Concrete

Defect Item	Performance Standard	Builder Responsibility
Leaks in basement or foundation	Leaks resulting in the actual trickling of water are not acceptable. Leaks caused by improper landscaping installed by the Purchaser or failure of the Purchaser to maintain proper grades are not covered by the Limited Warranty. Dampness of the foundation walls in not uncommon to concrete construction and is not considered a defect.	Builder shall take such actions necessary to correct leaks except where the cause is determined to result from Purchaser's actions.
Basement or foundation wall cracks	Shrinkage cracks are not unusual in concrete foundation walls, Cracks greater than 3mm (1/8") in width shall be repaired.	Builder shall repair cracks in excess of 3mm (1/8") in width
Basement floor cracking	Minor cracks in concrete basement floors are not uncommon. Cracks exceeding 3mm (1/8") in width or vertical displacement are considered excessive.	Builder shall repair cracks exceeding maximum tolerances as required. A match in surface texture and colour cannot be guaranteed.
Basement floor not level	Basement floors should not be more than 6mm (1/4") out of level within any 800mm (32") measurement except near floor drains, footings and plumbing protrusions. Floor slope within any room shall not exceed 1/240 of the room width. This Performance Standard does not refer to Patent Defects.	Builder shall repair as required to meet the performance standard.

CONCRETE Cont.

Cast-In-Place Concrete Cont.

Defect Item	Performance Standard	Builder Responsibility
Pitting, scaling or spalling of concrete work	Concrete surfaces should not disintegrate to the extent that the aggregate is exposed under normal conditions of weathering and use.	Builder to take corrective action as necessary to repair or replace defective concrete surfaces. The Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond the Builder's control.
Excessive powdering or chalking of concrete surfaces	Excessive powdering or chalking of concrete surfaces is not acceptable	Builder shall take whatever action is necessary to repair or resurface defective areas.
Cracks in concrete slab on ground floors with finished flooring	Cracks that impair the performance of the finished flooring materials are not acceptable.	Builder shall repair cracks as necessary as well as reinstate the finished materials as required
Settlement of concrete slab on ground (finished floor space)	Some movement is expected; however, settlement in excess of 12mm (1/2") is considered excessive.	Builder shall repair to meet the performance standard.
Settling heaving, or separating of attached stoops or steps	Attached stoops or steps shall not settle, heave or separate in excess of 25mm (1") from the Residential Unit.	Builder shall repair as required to meet the performance standard.

Unit Masonry

Defect Item	Performance Standard	Builder Responsibility
Basement or foundation wall cracks	Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 3mm (1/8") in width are considered excessive.	Builder shall repair cracks in excess of 3mm (1/8") in width by pointing or patching.
Cracks in masonry walls or veneer	Hairline cracks due to shrinkage are not uncommon in mortar joints in masonry construction. Cracks greater than 3mm (1/8") in width are considered excessive.	Builder shall repair cracks in excess of 3mm (1/8") in width by pointing or patching. Builder will not be responsible for slight colour variation between old and new mortar.

MECHANICAL

Water Supply System

Defect Item	Performance Standard	Builder Responsibility
Plumbing pipes freeze and/or burst in the Residential Unit	<p>For design winter temperatures, drain, waste, vent and water supply pipes shall be adequately protected to prevent freezing. Plumbing pipes should be installed on the interior side of wall or ceilings.</p> <p>The Purchaser must drain water lines leading to the exterior during the winter months to prevent freezing.</p>	Builder shall correct situations not meeting the performance standard. The Builder will not be responsible where freezing occurs during periods when the Residential Unit is unoccupied and/or where the Purchaser is not maintaining adequate interior heat.

Plumbing

Defect Item	Performance Standard	Builder Responsibility
Defective plumbing fixtures, appliance or trim fittings	Fixtures, appliances or fittings shall comply with the manufacture's standards.	Builder shall repair or replace any defective fixture or fitting
Noisy water pipes	There may be some noise emitted from the water pipe system due to the flow of water; however, water hammer shall be minimized.	Builder cannot remove all noise due to water flow and pipe expansion. Builder will adjust water supply to minimize water hammer.

Heating

Defect Item	Performance Standard	Builder Responsibility
Inadequate heating	The heating system for a finished area in a Residential Unit shall be capable of producing an inside temperature of 22°C (72°F) as measured in the centre of each room at a height of 1500mm (5') above the floor, under local outdoor winter conditions as specified in the Supplement to the National Building Code of Canada. Local energy codes shall supersede this standard where such codes have been adopted locally.	Builder shall correct the heating system to provide the required temperatures.

MECHANICAL Cont.

Refrigeration

Defect Item	Performance Standard	Builder Responsibility
Inadequate cooling	Where air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 25°C (78°F) as measured in the centre of each room at a height of 1500mm (5') above the floor, under local outdoor summer conditions as specified in the Supplement to the National Building Code of Canada. Local energy codes shall supersede this standard where such codes have been adopted locally.	Builder shall correct cooling system to meet temperature conditions in accordance with specifications.

Condensation Lines

Defect Item	Performance Standard	Builder Responsibility
Condensation lines clogged	Condensation lines may clog eventually under normal use. This is a Purchaser maintenance item. Builder shall provide unobstructed condensation lines at date of possession.	None.

Heat Distribution Noisy

Defect Item	Performance Standard	Builder Responsibility
Noisy ductwork	When metal is heated, it expands and when it is cooled, it contracts. This may result in “ticking” or “cracking”, which is not uncommon.	None.

MECHANICAL Cont.

Electrical

Defect Item	Performance Standard	Builder Responsibility
Fuses blow or circuit breakers (excluding ground fault interrupters deactivate tripping)	Fuses and circuit breakers shall not deactivate under normal use.	Builder shall check wiring and circuits for conformity with the approved Electrical Code requirements. Builder shall correct circuitry not conforming to code specifications.
Malfunction of electrical outlets, switches or fixtures	All switches, fixtures and outlets shall operate as intended.	Builder shall repair or replace defective switches, fixtures and outlets.
Ground fault interrupter deactivates frequently	Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be deactivated very easily.	Builder shall install ground fault interrupter in accordance with approved Electrical Code. Tripping is to be expected and is not covered, unless due to a construction defect.
Circuit overloading	Electrical system shall have sufficient capacity to provide, without overloading, electrical energy for lighting, appliances, outlets and equipment installed in the Residential Unit in accordance with the appropriate Electrical Code.	Where substandard facilities are shown to be the cause, the Builder shall be responsible for all repairs. Where Purchaser's negligence or misuse is shown to be the cause, the Purchaser shall be responsible for all repairs.