



Triple M Housing

MANUFACTURERS LIMITED WARRANTY AGREEMENT

Designed for Living, Crafted for Life



MANUFACTURERS LIMITED WARRANTY AGREEMENT

In consideration of your purchase of a Triple M Home, the Manufacturer is pleased to provide the limited warranty described in this Agreement. This Agreement does not cover consequential or incidental damages. There are no implied warranties, statutory or otherwise, provided in connection with the Home.

Please read this Agreement in its entirety to understand the protection this warranty affords, the exclusions applicable to it, warranty standards that will govern its interpretation and operation, and your obligations as the Purchaser.

For additional information, contact your dealer or the Manufacturer.

SECTION 1: DEFINITIONS

1.1 For the purpose of this Agreement, the following terms will have the following meanings:

- a) "Act of God" means any event or occurrence that is beyond the reasonable control of the parties hereto, including without limitation accidents, riots, civil commotion, nuclear hazards, explosion, and natural events including fire, smoke, water escape, changes in the level of the underground water table, wind, ice and other storms, hail, lightning, falling trees, flood, mud slides, sinkholes, faults, crevices, earthquake, including land shock waves or tremors before, during, or after a volcanic eruption.
- b) "Date of Occupancy" means the date on which the Purchaser takes possession of the Home from the Manufacturer or Dealer, as specified in the Pre-Occupancy Inspection Form.
- c) "Dealer" means any authorized agent or dealer of the Manufacturer that sold the Home, as new, to the Purchaser, as specified in the Pre-Occupancy Inspection Form.
- d) "Defect Notice" has the meaning specified in section 4.1, below.
- e) "Expiry Date" means the date that is twenty years after the Date of Possession.
- f) "Home" means the manufactured or modular dwelling sold by the Manufacturer or Dealer to the Purchaser, which does not include the foundation, attached or detached buildings or additions not supplied by the manufacturer, landscaping, trees, patios, driveways, sidewalks or retaining walls, or any item not originally provided by the Manufacturer at the Date of Possession.
- g) "Homeowner's Manual" means the homeowner's manual provided by the Manufacturer to the Purchaser at the Date of Possession detailing the required maintenance for the Home.
- h) "Latent Defect" means a defect in the workmanship in the construction or materials of the Home that reasonably careful inspection will not reveal, that is not recorded in the Pre-Occupancy Inspection Form or remedied by the Manufacturer before the Date of Possession, and that results from nonconformity with the warranty standards described in Schedule A of this Agreement.
- i) "Load-Bearing Portion of the Home" means, exclusively, the following parts of the Home: frame, sub-floor structure, floor framing members (joists and trusses), exterior walls, side and end wall construction, roof framing members (rafters and trusses), exterior roof, interior bearing walls and ceilings, headers (other than headers supporting veneers) and load-bearing beams, and for greater certainty, does not include basement floors, garage

floors, non-load-bearing partitions and walls, wall tile or paper or similar wall coverings, plaster, laths, or drywall, flooring and sub-flooring material, brick, stucco, stone or veneer, any type of exterior siding, roof shingles, sheathing and tar paper, heating, cooling, ventilating, plumbing, electrical and mechanical systems, and any concrete or other constructions which are not load-bearing.

- j) "Major Structural Defect" means a defect in the workmanship or materials of the Home that: (i) results in actual physical damage to one or more Load-Bearing Portions of the Home, (ii) causing its failure, and (iii) affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home, that is not recorded in the Pre-Occupancy Inspection Form or remedied by the Manufacturer prior to the Date of Possession, and, for greater certainty, does not include a failure or threatened failure of the Load-Bearing Portion of the Home due to the subsidence, expansion, or lateral movement of the soil beneath the Home, Act of God, improper set-up of the Home or site preparation, or other causes not due to the negligence of the Manufacturer.
- k) "Manufacturer" means Triple M Housing Ltd., a corporation with an address at Sherring Industrial Park, 3501 Giffen Road North, Lethbridge, AB, T1H 0E8, Canada.
- l) "Patent Defect" means a defect that is plainly visible or that can be discovered by such an inspection as would be made in the exercise of ordinary care and prudence by a homeowner.
- m) "Pre-Occupancy Inspection" means the inspection carried out by the Purchaser under section 3.1(a), below.
- n) "Pre-Occupancy Inspection Form" means the form provided by the Manufacturer and completed by the Purchaser under section 3.1(a), below.
- o) "Purchaser" means the individual or individuals named in the Pre-Occupancy Inspection Form as purchaser and includes any individual or individuals who become registered owners of the Home during the term of this warranty, lessees having a leasehold interest in the Home of at least fifty years, and a mortgagee in possession of the Home.
- p) "Warranty Period" means:
 - i. with respect to the Manufacturer's obligations under the Manufacturer's Warranty in section 2.1, the period beginning on the Date of Possession and ending one year thereafter; and
 - ii. with respect to the Manufacturer's obligations under the Manufacturer's Structural Warranty in section 2.2, the period beginning on the first day of the second year after the Date of Possession and ending on the Expiry Date.
- q) Solid surface is a non-porous low-maintenance material used for surfaces such as countertops. It can mimic the appearance of granite, marble, stone, and other naturally occurring materials,

SECTION 2: WARRANTY PROGRAM

2.1 MANUFACTURER'S WARRANTY: YEAR ONE

Subject to the exclusions and limitations set out in this Agreement, the Manufacturer will:

- a) repair Latent Defects; and
- b) repair Major Structural Defects by repairing or replacing defective workmanship or materials, provided that the Manufacturer's obligation will be limited to taking such actions as are necessary to restore load-bearing capability to the Load-Bearing Portions of the Home and to repairing those elements of the Home damaged by the Major Structural

Defect; provided that defects under this section 2.1 are discovered during the period beginning on the Date of Possession and ending one year thereafter, and that notice to the Dealer (on behalf of the Manufacturer) is provided in accordance with this Agreement.

2.2 MANUFACTURER'S STRUCTURAL WARRANTY: YEAR TWO TO EXPIRY DATE

Subject to the exclusions and limitations set out in this Agreement, the Manufacturer will repair Major Structural Defects by repairing or replacing defective workmanship or materials, provided that:

- a) the Manufacturer's obligation will be limited to taking such actions as are necessary to restore load-bearing capability to the Load-Bearing Portions of the Home and to repairing those elements of the Home damaged by the Major Structural Defect;
- b) such defects are discovered during the period beginning on the first day of the second year after the Date of Possession and ending on the Expiry Date;
- c) notice to the Manufacturer is provided in accordance with this Agreement; and
- d) the Manufacturer has received the completed Pre-Occupancy Inspection Form from the Purchaser or its Dealer within 10 days of the Date of Possession.

SECTION 3: CONDITIONS AND EXCLUSIONS

3.1 PURCHASER'S OBLIGATIONS

The Manufacturer's obligations under this Agreement are subject to performance by the Purchaser of its obligations described below. The Purchaser must promptly and at all times during the term of this Agreement perform its obligations set out below, failing which the warranties provided by this Agreement will be void, and the Manufacturer will be released from its obligations under this Agreement.

- a) Immediately after delivery and installation of the Home, and in any event no later than 10 days after the Date of Possession, the Purchaser will carry out a thorough Pre-Occupancy Inspection by examining the Home for deficiencies and incomplete items. The Purchaser will list all such items on a Pre-Occupancy Inspection Form provided by the Manufacturer for this purpose. After completion of the Pre-Occupancy Inspection, the Purchaser will complete, sign, and date the Pre-Occupancy Inspection Form and deliver (or arrange for the Dealer to deliver) the completed form to the Manufacturer.
- b) The Purchaser will keep the Home clean, sanitary, and free of unsafe conditions and unreasonable wear and tear.
- c) The Purchaser will not bring overly heavy objects into the Home or otherwise cause or permit circumstances that might contribute to a failure of a Load-Bearing Portion of the Home.
- d) The Purchaser will use the Home primarily as a residential unit.
- e) The Purchaser will ensure the Home is always occupied so as not to permit damage or deterioration through abandonment or neglect.
- f) The Purchaser will regularly and carefully maintain the Home and its systems and operations, taking all steps that would be carried out by a prudent owner of the Home, including those set out in the Homeowner's Manual. Without limiting the foregoing, the Purchaser has full responsibility for the following:
 - i. providing adequate soil drainage conditions,

- ii. caulking, cleaning, resealing, or repainting of finished surfaces (including bathroom or plumbing surfaces) as necessary,
 - iii. routine maintenance of mechanical systems,
 - iv. replacement of doors due to excessive humidity in the Home,
 - v. ensuring that any repairs or alterations to electrical, gas, plumbing, air-conditioning, heating, and other systems are carried out properly by licensed technicians,
 - vi. repairing broken glass, frozen pipes, and dripping faucets,
 - vii. drywall and paint touch ups for self-contained single and multi-section homes set on cribbing not installed in accordance with the latest version of the CAN/CSA Z240.10.1 requirements,
 - viii. realignment or repair of storm doors,
 - ix. re-stretching of carpet,
 - x. adjustment of interior and exterior doors caused by settlements,
 - xi. installation of storm doors to prevent leakage from exterior doors after set-up of Home.
- g) Each Purchaser under this Agreement will be bound by the acts and omissions of predecessor Purchasers, including any agreements made between predecessor Purchasers and the Manufacturer.

3.2 EXCLUSIONS AND NON-WARRANTABLE ITEMS

Notwithstanding any other provision of this Agreement, the following are not covered under the warranties provided under this Agreement and expressly excluded from the Manufacturer's obligations under this Agreement:

- a) Failure of the Manufacturer to complete construction of the Home on or before any possession date promised or contracted between the Manufacturer, the Retailer and the Purchaser, the failure of the Manufacturer to repair on time or at all a Patent Defect, or the failure of the Manufacturer to complete incomplete items specified on the Pre-Occupation Inspection Form.
- b) Loss or damage resulting from improper site preparation, installation, or setup of the Home.
- c) Any damage or defect that does not result in actual physical damage or loss.
- d) Any damage or defect caused or worsened by neglect, abnormal use, or improper maintenance and operation of the Home, or the surrounding lot.
- e) Any consequential or incidental loss including, but not limited to, costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repairs.
- f) Personal property damage or bodily injury or death.
- g) Any defect notified to the Manufacturer more than 10 days after the discovery of the defect or more than 10 days after the expiration of the applicable Warranty Period.
- h) Loss or damage caused to the Home, persons, or property directly or indirectly by insects, birds, vermin, rodents, or wild or domestic animals.
- i) Any loss or defect that arises while the Home is used to a substantial extent for non-residential purposes
- j) Loss or damage caused by soil movement, including subsidence, expansion, or lateral movement of the soil, to any Home that is "surface mounted" whether in accordance with latest version of CSAZ240-10-1 or A277 standards or not.

- k) Normal deterioration or ordinary wear and tear.
- l) Any deficiencies in or damage caused by material, work, or alterations to the Home supplied by anyone other than the Manufacturer or its employees, agents, or subcontractors, including acts or omissions of the Purchaser, the Dealer, their respective agents, employees, licensees or invitees, or Acts of God.
- m) Loss or damage resulting from the Purchaser's failure to minimize or prevent such loss or damage in a timely manner.
- n) Losses or damages to or resulting from defects in outbuildings, including, but not limited to, detached carports, (a fence, utility line, or similar union will not cause an outbuilding to be considered attached), site-located swimming pools and other recreational facilities, driveways, walkways, patios, boundary and retaining walls, bulkheads, fences, landscaping (including sod, shrubs, trees and plantings) drains, septic systems, off-site improvements, or any other improvements not a part of the Home itself.
- o) Loss or damage resulting from blocks, piles, concrete floors of basements, any part of the foundation of the Home, and attached garages and chimneys.
- p) Loss or damage to real property, whether or not the real property was included in the price of the Home.
- q) Loss or damage resulting from, or made worse by, changes in the grading of the property surrounding the Home or changes in the grading or drainage resulting from erosion or subsidence.
- r) Loss or damage resulting from, or made worse by, dampness, condensation, or heat build-up caused by the failure of the Purchaser to maintain proper ventilation.
- s) Any defect, damage, or loss caused or made worse by failure of the Purchaser to notify the Manufacturer of any defect within a reasonable period.
- t) Any defect, damage, or loss caused or made worse by failure by anyone to comply with the relevant manufacturers' warranty requirements concerning appliances, fixtures, or items of equipment.
- u) Any deficiencies in fixtures, appliances, and items of equipment whether or not components of the cooling, ventilating, heating, electrical, gas, plumbing, or in-house sprinkler systems or improper maintenance or operation, negligence, or improper service of such systems.
- v) Loss or damage related to site-connected or installed water or drain lines or loss or damage to the home resulting from problems with site-connected water or drain lines.
- w) Loss or damage resulting from a condition not resulting in actual physical damage to the Home, including uninhabitability or health consequences of insects; unacceptable levels of radon, formaldehyde, carcinogenic substances, or other pollutants and contaminants; or the presence of hazardous or toxic materials.
- x) Loss or damage caused directly or indirectly by flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water that backs up from sewers or drains, changes in the water table or water below the surface of the ground (including water that exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs or aquifers.
- y) Violations of applicable building codes or ordinances unless such violation results in a defect otherwise covered under this Agreement. Under such circumstances, the obligation

of Manufacturer under this Agreement will be only to repair the defect, but not to restore or bring the Home to conform to code.

- z) Any loss or damage resulting from the weight or performance of any type of waterbed or any other furnishings excessive in weight for which the home was not designed.
- aa) Loss or damage caused by abuse, misuse, negligence, accident, or other casualty or any damages caused by the same.
- bb) Loss or damage resulting from failure to comply with instructions contained in the Homeowner's Manual.
- cc) Loss or damage resulting from the storage of firewood or other wood products under the Home.
- dd) Loss or damage caused by the phenomenon known as roof truss uplift.
- ee) Loss or damage caused by the attachment by anyone other than the Manufacturer of components, such as vents, eavestroughs, fascia, skylights, or any other such materials, accessories or machinery.
- ff) Loss or damage to used materials or to materials repaired or replaced under this Agreement except to the extent of the remainder of the applicable warranty period (to repaired, repainted, replaced, or used materials).
- gg) Loss or damage to or caused by any paints or coatings applied after delivery not furnished or specifically recommended in writing by the Manufacturer.
- hh) Loss or damage to any tires, axles, wheels, tie down straps, anchors, or any defects that occur owing to skirting installation or anchoring device affixed to the foundation, frame or structure of the Home.
- ii) Loss or damage caused by condensation damage to the floor system resulting from improper ground moisture retarder protection.
- jj) Loss or any resultant damage caused by the failure of an appliance, system, or structure that may be covered under any homeowner's insurance policy covering the Home.
- kk) Loss or damage resulting from the transportation of the Home.
- ll) Loss or damage resulting from contaminated soil.
- mm) Loss or damage caused by subsidence of the land around the Home or along utility lines.
- nn) Diminution in the value of the Home.

3.3 THIRD PARTY WORK

The Manufacturer does not provide any warranty for any work done or any materials provided by the Dealer, any installer or contractor, or any other person, except where specifically otherwise stated in this Agreement.

3.4 LATENT DEFECTS

Without limiting the exclusions and conditions contained in this Section 3, the following items will not be considered Latent Defects:

- a) Defects in materials, appliances, design, and workmanship supplied by the Purchaser, and any resultant damage caused to the Home therefrom.
- b) Normal cracks in plaster, paint, drywall, masonry, stucco, and concrete.
- c) Normal shrinkage of materials caused by drying after the Date of Possession.
- d) Defects arising from improper maintenance by the Purchaser and damage caused by dampness or condensation.

- e) Defects in workmanship or materials in alterations by the Purchaser and defects in workmanship or materials supplied by the Manufacturer arising from such alterations made by the Purchaser and any resultant damages to the Home therefrom.

3.5 ADDITIONAL CONDITIONS TO COVERAGE

The Manufacturer's obligations under this Agreement are subject to the following:

- a) The Manufacturer will be entitled to decide, at its discretion, whether to cure a defect covered under this Agreement by repair or replacing the relevant item.
- b) The Manufacturer's maximum aggregate liability under this Agreement is limited to and will not exceed the actual purchase price of the Home when sold to the original Purchaser as new.
- c) In the event that the Manufacturer repairs or replaces any item covered by this Agreement, the Purchaser will subrogate to the Manufacturer all of the Purchaser's rights of recovery against any person or entity and the Purchaser will execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such rights, including, without limitation, assignment of the proceeds of any other insurance or warranties to the Manufacturer as appropriate. The Purchaser will do nothing to prejudice the Manufacturer's rights of subrogation.

SECTION 4: HOW TO MAKE A WARRANTY CLAIM

4.1 NOTICE UNDER THE MANUFACTURER'S WARRANTY: YEAR ONE

- a) The Purchaser must deliver written notice ("Defect Notice") to the Dealer of any defect covered by the terms of this Agreement within 10 days after discovery of the defect and in any event no later than 10 days after the end of the applicable Warranty Period. The Defect Notice must include the following information:
 - i. a clear description of the defect in reasonable detail;
 - ii. the serial number of the Home and the Date of Possession;
 - iii. the Purchaser's name, address, and telephone and facsimile numbers; and
- b) in the case of a Latent Defect, the relevant Warranty Standard specified in Schedule A to this Agreement.

4.2 NOTICE UNDER THE MANUFACTURER'S STRUCTURAL WARRANTY: YEAR TWO TO EXPIRY DATE

- a) The Purchaser must deliver written Defect Notice to the Manufacturer of any defect covered by the terms of this Agreement within 10 days after discovery of the defect and in any event no later than 10 days after the end of the applicable Warranty Period. The Defect Notice must include the following information:
 - i. a clear description of the defect in reasonable detail;
 - ii. the serial number of the Home and the Date of Possession; and
 - iii. the Purchaser's name, address, and telephone and facsimile numbers.

4.3 TELEPHONE NOTICE

The Purchaser may also provide notice of a defect to the Dealer or Manufacturer by telephone, but notice by telephone, without written Defect Notice, will not trigger warranty obligations under this Agreement. The Manufacturer's telephone number for this purpose is 1.866.MMM.WARR **(1.866.666.9277)**.

4.4 PROCEDURE UPON RECEIPT OF WRITTEN NOTICE

- a) Upon receipt of a written Defect Notice, the Dealer or the Manufacturer will, or will arrange for a contractor or agent to, inspect the alleged defect as soon as conveniently possible and advise the Purchaser as to whether the alleged defect is covered by this Agreement, and its decision will be final and binding on the Purchaser, unless varied, revoked, or altered by an order or judgment of a court of competent jurisdiction.
- b) The Purchaser will cooperate with the Dealer's or Manufacturer's inspection described above and without limitation:
 - i. provide reasonable access to the Home during weekday regular business hours;
 - ii. respond within 10 days to requests from the Dealer or the Manufacturer for additional details or information relating to the alleged defect; and
 - iii. if the defect cannot be confirmed under normal conditions, bear the cost of confirming the existence of the defect.

SECTION 5: GENERAL TERMS AND CONDITIONS

5.1 GENERAL

- a) The Manufacturer will, to the extent permitted by the manufacturers or suppliers, assign to the Purchaser the benefit of any guarantee or warranty provided by any manufacturer or supplier of products included in the sales price of the Home.
- b) If the Manufacturer fails to complete items of work relating to defects that may be covered under this Agreement, the Purchaser will be responsible for taking reasonable steps to complete such items where the failure to do so may lead to structural damage to the Home.
- c) This Agreement and the Homeowner's Manual constitute the entire agreement between the parties relating to the subject matter described in this Agreement and supersede all past contracts, agreements, arrangements, and representations between the parties, whether oral or written. There are no implied warranties provided by the Manufacturer in connection with the Home, including any statutory warranty of merchantable quality, fitness for a purpose, matching a description or durability. To the extent of any inconsistency between this Agreement and the Homeowner's Manual, the terms of this Agreement will prevail.
- d) Time is of the essence of this Agreement. In this Agreement, if any period ends on a day that is not a business day in Alberta or British Columbia, that period will be extended until the next business day.
- e) This Agreement is governed by the laws of the Province of Alberta, and the parties submit to the jurisdiction of the courts of Alberta.
- f) A waiver of any default, breach, or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. A waiver will not

operate as a waiver of that party's rights under this Agreement with respect to any other or continuing default.

- g) All notices required under this Agreement must be in writing and sent to the recipient by certified mail, postage prepaid.
- h) If any provision of the Agreement is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
- i) This Agreement is binding on the Manufacturer and the Purchaser, their administrators, successors, and permitted assigns.
- j) This Agreement cannot be modified, altered, or amended in any way except by a formal written instrument signed by all the parties hereto.
- k) If performance by the Manufacturer of any of its obligations under this Agreement is delayed by an event not resulting from its own conduct, such performance will be excused until the delaying effects of the event are remedied. Such events include Acts of God and acts or omissions by the Purchaser or any other person, not a party to this Agreement.
- l) Whenever appropriate, it is intended that the use of one gender in this Agreement includes all genders and the use of the singular includes the plural.

END OF AGREEMENT

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1.0 Carpentry / Framing

1.1 Finished floor above grade is not level

Within a room, floors shall appear level when viewed from a normal viewing position. Where a floor is sloped, a maximum ratio of 1 inch in 10 feet (25 mm in 3 meters) applies, measured between opposite walls or defined limits of the room area.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Floors in rooms sloped greater than the acceptable performance conditions shall be rectified.

Remarks: Consider the type of flooring installed.

1.2 Floor squeaks

Floors shall be free from squeaks that are repetitive and readily audible under normal loading conditions.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Loose connections causing floor squeaks not meeting the acceptable performance condition shall be rectified.

Remarks: Minor movement causing noise is inherent in certain floor coverings; this is not a defect. The homeowner should maintain indoor humidity levels to prevent excessive drying of materials. Extended low-humidity indoor environments can cause excessive shrinkage in the wood, resulting in loose floor connections.

1.3 Floor exhibits springiness or bounce

These conditions are acceptable providing all structural members—including beams and joists—are sized, installed, and fastened to perform according to the Building Code.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Floors not meeting the acceptable performance condition shall be rectified.

Remarks: Movement is inherent to all spans and is not considered a defect when in compliance with the Building Code. Long-span floor systems will normally deflect (move) more than short-spanned joists under design loads.

1.4 Sub-floor is loose

Sub-floors shall not become loose, and no movement shall be felt underfoot under normal loading conditions. Sub-floors shall be fastened according to the Building Code

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Where the sub-floor is confirmed loose, repairs shall be made.

1.5 Wall is bowed

On the interior of a home, the variation shall not be more than +/- 3/4 inch (20 mm) from the specified plane of the length of the wall.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Walls not meeting the acceptable performance condition shall be rectified.

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

1.6 Wall is not plumb

Walls shall not be out of plumb more than 1 inch (25 mm) in 8 feet (2.4 meters).

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Walls not meeting the acceptable performance shall be rectified.

Remarks: It is reasonable to expect minor variation from plumb in construction.

1.7 Window unit leaks during rainfall

Windows shall not allow water penetration under normal weather conditions when properly closed.

Warranty coverage: 1 year for defects in materials and labour.
5 years for defects in the building envelope.

Claim response: Defective windows that leak shall be rectified.

Remarks: The homeowner is responsible for ensuring that windows are properly closed, that weather-stripping, and caulking is maintained, and that drain ports are not obstructed. Damage caused by improper maintenance or improper window closure is excluded from the warranty. Installations shall be tested using normal weather conditions or an appropriate water test and not by direct or upward spray using a high-pressure water source.

1.8 Thermal bowing creates gaps or cracks at finishes against an outside wall on a seasonal basis

This is not a defect in workmanship or materials. It is due to normal seasonal movement of wall studs as they shrink and expand with changes in moisture and temperature between the inside and outside faces.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: Wall bowing is a result of temperature and moisture differences between the inside and outside edges of exterior wall studs on a seasonal basis. This in turn may cause the wall to bow slightly over its length in the winter and return in the summer. This is a normal occurrence and may only become noticeable when the wall has straight material against it such as a stair, a cabinet, a countertop, or a bathroom vanity. As the wall bows, it may also cause separation of caulking or drywall at the joint between the materials. Cracking of caulking or drywall can also occur because of normal shrinkage of wood as it naturally dries, and this may reoccur seasonally.

2.0 Countertops and Cabinets

2.1 Laminated countertop has developed a bubble

Laminated countertops shall not have localized bumps or swells.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Countertops not meeting the acceptable performance condition shall be rectified.

Remarks: Laminate surfaces depend on adhesive bonds over a broad area. Occasionally, the glue bond may require localized pressure to permanently re-establish the bond.

Hot appliances or pots can compromise the laminate adhesive, resulting in swells. Such actions are beyond the builder's control and are not warrantable.

2.2 Laminated countertop seam has swelled due to water penetration.

Laminated countertop seams are not water tight.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: Laminate countertop seams are susceptible to damage from standing water. Care should be taken to ensure that countertops are kept free of standing water at joints or penetrations to the countertop.

Homeowners are responsible for minimizing countertop exposure to standing water. Joints in laminate countertops are, by nature, a discontinuity of surface and as such are susceptible to damage from standing water.

Laminated countertop seam swells resulting from improper homeowner maintenance or abuse are excluded from the warranty

2.3 Laminated countertop edge has delaminated

Edges of laminated countertops shall not delaminate.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Countertops not meeting the acceptable performance condition shall be rectified.

Remarks: Within the warranty period a delaminated edge can be rectified with additional adhesive and pressure. Homeowners are responsible for mitigating damages (i.e., tape the edge in place) to avoid further delaminating or damage of the laminate strip until the builder can effect a permanent repair.

2.4 Laminated countertop seam is excessively wide

Laminated countertop seams shall be installed tight. Gaps should not exceed 3/64 inch (1 mm). The gap between adjacent surfaces (i.e., countertop and ceramic tile backsplash) shall be sealed to prevent water entry along the junction.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Countertops **not** meeting the acceptable performance condition shall be rectified. Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks: Typically, seam gaps **within** 3/64 inch (1.0 mm) in width can be sealed with appropriate seam filler. Caulking is an acceptable repair for separations at the backsplash. The gap between the back of a countertop and an outside wall can open and close with thermal bowing in a cold climate. This is not warrantable.

2.5 Scratches or chips exist on laminate or solid surface countertops

Countertop surfaces viewed under normal lighting conditions shall be free from readily visible chips and scratches. Chips and scratches not noted on walk-thru are not covered.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Chips and scratches on laminate or solid surface countertops not meeting the acceptable performance condition shall be rectified unless noted during the walk-through inspection. Chips and scratches resulting from actions of the homeowner are not covered.

Remarks: Solid surface countertops have natural fissures or voids that are part of the character of the surface and are not considered defects. Damage resulting from normal wear and tear is not a defect. The homeowner is responsible for maintaining countertop surfaces. For solid surface countertops, a repair using epoxy is acceptable when similar in colour to the original countertop. Some variation in the colour are acceptable.

2.6 A gap exists between two sections of Solid surface in a countertop

Solid surface countertops shall be designed and installed to produce a uniform seam width no greater than 1/16" (1.5 mm) between adjoining sections.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Countertops not meeting the acceptable performance condition shall be rectified.

Remarks: Visible joints between adjacent sections are acceptable, providing that the joint is within the acceptable performance condition and uniform in width. In some cases, larger joint width is specified. In these cases, the tolerance is to be $\pm 25\%$ ($\pm \frac{1}{4}$) of the nominal joint width. Joint width does not include the dimension of an arris (a small chamfer, approximately 1/16" \times 1/16") on the countertop edge. When an arris is used, the perceived joint width may be greater than the actual width due to the seam filler occupying the width of the arris.

The colour/texture of rectified areas shall match the existing countertop sections in colour/texture as closely as possible. Colour or texture variation may exist in replaced sections; this is acceptable.

The homeowner is responsible for maintaining countertop damages resulting from abuse. Alterations made by the homeowner are excluded from the warranty.

2.7 A height variation exists between sections in a solid surface countertop

Solid surface countertops shall be installed to produce a uniform surface between adjoining sections. Adjoining sections of stone shall not exceed a height variation of + 1/32 inch (+ 0.8 mm).

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Countertops not meeting the acceptable performance condition shall be rectified.

Remarks: solid surfaces generally rely on the stability of the substrate upon which the it is mounted. Stability during the warranty period is the builder's responsibility.

A height variation between the front and back of a stone seam may be unavoidable due to permanent warp in the slab stock but should still fall within the acceptable performance condition.

The colour/texture of rectified areas shall match the existing countertop sections in colour/texture as closely as possible. Colour or texture variation may exist in replaced sections; this is acceptable.

The homeowner is responsible for maintaining countertop surfaces according to the manufacturer's instructions. Damages resulting from abuse or alterations made by the homeowner are excluded from the warranty.

2.8 A cabinet door panel has contracted, leaving a noticeable strip of unfinished wood along a perimeter edge

Cabinet doors shall exhibit a relatively consistent finish when viewed from a normal position and under normal lighting.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Cabinet door panels not meeting the acceptable performance condition shall be rectified.

Remarks: Fine wood cabinetry is susceptible to shrinkage caused by moisture loss. Typically, cabinet door panels float inside a perimeter frame to reduce stress and diminish the possibility of the panel cracking. The exposure of a small strip of unfinished wood indicates that the construction detail has performed as designed to contend with humidity conditions.

The repair may involve staining the exposed strip to match; this is acceptable. Slight variation in colour or sheen of the repair is acceptable. This repair should take place towards the end of the warranty period, so the cabinetry can experience one complete seasonal heating cycle.

2.9 Cabinet doors or drawer faces are warped.

When closed, cabinet doors and drawer faces shall be flush within 1/8 inch (3 mm) against an adjacent cabinetry face.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Cabinets not meeting the acceptable performance condition shall be rectified.

Remarks: Humidity levels within the home affect natural wood products, hollow core doors, cabinet doors and drawer faces. Homeowners should carefully control the level of relative humidity within the home, especially during cold weather.

3.0 Doors and Windows

3.1 Sliding pocket door will not stay on track, or door does not roll smoothly

Sliding pocket doors shall stay on their tracks and move freely.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Sliding pocket doors not meeting the acceptable performance condition shall be rectified. Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks: Normal wear and tear is excluded from the warranty. Marginal door wobble is inherent to the design of a pocket door and is not considered a defect. Normal homeowner maintenance for sliding pocket doors may involve adjustment occasionally. Tracks and hardware require cleaning and lubrication.

3.2 Bi-fold and sliding doors come off track

Bi-fold and sliding doors shall operate freely and remain on their tracks during normal use.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Doors not meeting the acceptable condition shall be rectified. Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks: Bi-fold doors can easily lose alignment by something as minor as a coat sleeve being caught between the two doors as they close. This situation is beyond the builder's control. A misaligned bi-fold door can be re-adjusted to its proper position. Bi-fold door readjustment is part of routine homeowner maintenance.

3.3 Interior passage door is warped

Interior doors shall not warp more than 1/4 inch (6 mm) beyond the door jamb when the door is closed. In the case of double doors, one door shall not permanently warp more than 1/4 inch (6 mm) beyond the face of the adjacent door. The door should operate with relative ease to engage and release the latch.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Doors not meeting the acceptable performance condition shall be rectified.

Remarks: Minor warping is normal. Interior doors are composed of natural wood fibres and are affected by changes in indoor relative humidity. Normal homeowner maintenance includes controlling indoor humidity levels to prevent permanent warping of doors.

3.4 Cracks and splits are visible in exterior wood doors

Cracks shall not penetrate through the door such that light is visible.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Exterior doors not meeting the acceptable performance condition shall be rectified. Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks: Shrinkage cracks in the surface of a wood door are considered normal and are not defects. Damage due to abuse is not warrantable.

3.5 Exterior door is dented or damaged

Exterior doors shall not be damaged.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Exterior doors not meeting the acceptable performance condition shall be rectified unless noted during the walk-through inspection. Issues noted on the walk-through inspection are contractual matters that should be resolved by the

builder and homeowner. Damage to exterior doors resulting from actions of the homeowner is not covered.

Remarks: Exterior doors can easily be damaged during construction or when the homeowner is moving in. It is important that exterior doors be properly inspected during the walk-through. *Filling of dents and repainting is an acceptable repair.* Slight variations in the colour of the rectified area are considered acceptable. Alterations, deletions, and additions by the homeowner resulting in damage to exterior doors are not covered by the warranty.

3.6 Window glass exhibits scratches

All faces of the panes of glass in a window shall be free of readily apparent scratches when viewed from a standing position, 10 feet (3.0 meters) from the window, under normal, indirect daylight viewing conditions.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Scratches in window glass not meeting the acceptable performance condition shall be rectified unless noted during the walk-through inspection. Issues noted on the walk-through inspection are contractual matters that should be resolved by the builder and homeowner. Scratches resulting from actions of the homeowner are not covered.

Remarks: The Canadian Standards Association publishes a standard for glass defects, recognized throughout the industry, which is the basis for the acceptable performance condition.

3.7 Window exhibits condensation on interior glass surface

Condensate will naturally form on the inside face of windows at or below dew point. The extent of condensation is resultant upon the outdoor temperature and the relative humidity of indoor air.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: Condensation occurs naturally when interior air, laden with sufficient humidity, meets a surface that is sufficiently cold. Condensation on windows occurs naturally and will correct itself when the outside air temperature increases or when indoor relative humidity decreases. Film or foil installed on the surface of the glass can cause a thermal break resulting in either seal failure or glass breakage; this is not a defect.

3.8 Condensation forming between factory sealed window panes

Sealed window units shall be free from condensation between the panes.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Window units not meeting the acceptable performance condition shall be rectified.

Remarks: Window manufacturers may have specific extended warranties to cover the integrity of window seals. Refer to the manufacturer's warranty document. Condensation between panes indicates the airtight seal around the edge of the glass panes has been compromised. Film or foil installed on the surface of the glass can cause a thermal break resulting in either seal failure or glass breakage; this is not a defect.

3.9 Mould or mildew visible on interior surfaces of door or window frames

Mould or mildew is common in the natural environment and can often form on interior surfaces if conditions allow. *This is not a defect.*

Warranty Coverage: This is not a defect.

Claim Response: None.

Remarks: Mould and mildew typically result from improper moisture levels within the home. Improper moisture levels can result from construction defects, inadequate homeowner maintenance, or failure to maintain appropriate humidity levels in the home. Where mould or mildew is found to be a result of a defect in the new home, the mold or mildew will be addressed as part of rectifying the defect. Damage to contents of the home resulting from mould or mildew is excluded from warranty. Mould or mildew can usually be removed from painted surfaces during normal home maintenance. Mould or mildew caused by improper humidity levels within the home resulting from inadequate homeowner maintenance is excluded from the warranty.

4.0 Finishes / Exterior

4.1 Siding is bowed or wavy

Siding shall be installed to accommodate thermal movement and anticipated shrinkage of the structure to which it is attached. Siding shall be generally free from bows or waves. Where local distortion exists, the deviation shall not exceed +/- 3/4 inch (20 mm) over 4 feet (1.2 meters).

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Bowed or wavy siding exceeding the acceptable performance condition shall be rectified.

Remarks: Elevated moisture levels can cause wood or hardboard siding to bow. Siding that is intended to have paint and/or sealer requires regular homeowner inspection and maintenance to ensure continuity of the protective layer. Varying lighting conditions can exaggerate minor variations in siding profile and texture. Siding cut to accommodate large openings, such as windows, may exhibit localized waviness and is acceptable.

4.2 Wood, hardboard, cementitious, or panel-type siding joints are not tight

Wood, hardboard, cementitious or panel-type siding shall be installed according to the manufacturer's specifications.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Wood, hardboard, cementitious, or panel-type siding joints that do not meet the acceptable performance condition shall be rectified.

Remarks: The detail between abutting siding sections is to the manufacturer specifications and the Alberta Building Code. A gap may be required to prevent buckling.

4.3 Colour of vinyl or aluminum siding trim and accessories does not match siding colour

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

Warranty coverage: This is not a defect.

Claim response: None.

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

4.4 Exterior painted surface finish is inconsistent

Every exposed exterior surface where a painted finish is specified shall be generally uniform and consistent. A painted exterior surface shall be assessed by normal viewing from a minimum perpendicular distance of 6 feet (2 meters) under normal lighting conditions.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Where a painted surface does not meet the acceptable performance condition repairs shall be made.

Remarks: Natural lighting conditions throughout the day will change the appearance of a painted surface. Direct sunlight glancing near parallel to the wall is not normal lighting. Brush marks are acceptable in cut-in areas and on trim. The appearance of brush marks may vary in appearance with paint type and gloss. Repainted areas shall closely match the adjacent finished surface for colour, sheen, and texture. Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable.

4.5 Exterior paint or stain has faded

Exterior paint and stain can fade or discolour unevenly or randomly.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: It is normal for exterior paints and stains to fade. The degree of fading depends on environmental conditions such as sun exposures and wind. The degree of colour fade is greatly influenced by the intensity of the paint colour selected. The darker a colour, the more likely it is to fade. Dark colours absorb heat more readily than lighter shades and the fade rate is accelerated. Exterior paint or stain may fade under normal conditions and over time.

4.6 Mould or mildew is visible on exterior painted surfaces

Mould or mildew is common in the natural environment and can often form on painted surfaces if conditions allow.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: Mould or mildew can usually be removed from exterior painted surfaces during normal home maintenance.

5.0 Finishes/ Interior

5.1 Interior paint surface finish is inconsistent

A painted surface shall be generally uniform and consistent. A properly painted surface shall be assessed by normal viewing from a minimum perpendicular distance of 5 feet (1.5 meters) under normal lighting conditions.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Painted surfaces not meeting the acceptable performance condition shall be rectified.

Remarks: Natural lighting conditions throughout the day will change the appearance of a painted surface. Direct sunlight glancing near parallel to the wall is not normal lighting. Brush marks are acceptable in cut-in areas and on trim. The appearance of brush marks may vary in appearance with paint type and gloss. Repainted areas shall closely match the adjacent finished surface for colour, sheen and texture. If the repair involves a significant proportion of the surface, the larger immediate area should be refinished. Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable. Streaking on paint finish due to condensation is not a defect and usually the result of high levels of humidity in bathrooms. Bath and ventilation fans should be operated for longer periods to prevent this occurrence.

On drywall surfaces, the appearance of a paint finish depends highly on the selected drywall finish. Higher level drywall finishes should be considered (as part of the construction specification) on walls that will ultimately receive darker paint, glossier finishes, or exposure to high intensity or glancing light.

5.2 Clear interior finishes have deteriorated

Clear interior finishes shall not deteriorate to the extent that they expose the substrate beneath.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Clear finishes not meeting the acceptable performance condition shall be rectified.

Remarks: Virtually all applied finishes will fade when exposed to sunlight over time. Areas of intense, direct sunlight exposure will tend to fade faster than other, more shaded areas. Direct sunlight may cause the underlying substrate to fade and the clear finish to “yellow”. Clear finishes on fine woods is influenced by the wood substrate and the moisture balance in that wood. Clear finish on rectified areas shall closely match existing areas for both colour and texture. Differences due to dye lot variations are acceptable.

The use of inappropriate household cleaners, abrasives, soaps and wood conditioners may contribute to discolouration and premature deterioration of finishes. Deterioration from abuse or inappropriate cleaners is excluded from the warranty. Damage to interior finishes due to excessive condensation is not a defect. The homeowner is to maintain proper humidity levels within the home, especially during cold weather.

5.3 Wall covering is peeling

Wall coverings installed by the builder should not peel.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Wall coverings not meeting the acceptable performance condition shall be rectified.

Remarks: High humidity can cause wall coverings to peel. Proper ventilation, particularly in kitchens and bathrooms, can help maintain proper indoor humidity. The homeowner must maintain proper humidity levels within the home, especially during cold weather.

6.0 Gypsum Wallboard

6.1 Gypsum wallboard surface is damaged or blemished

Interior finished drywall shall be free of surface blemishes and damage (dents and gouges).

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Drywall surfaces not meeting the acceptable performance condition shall be rectified unless noted during the walk-through inspection. Issues noted on the walk-through inspection are contractual matters that should be resolved by the builder and homeowner. Blemishes, dents, and gouges resulting from actions of the homeowner are not covered.

6.2 Gypsum wallboard corners are uneven

Gypsum wallboard corners shall appear generally even and uniform when viewed under normal lighting conditions from a normal viewing position.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Drywall corners not meeting the acceptable performance condition shall be rectified.

Remarks: Minor waviness may be more apparent in corners that are not right-angled; this is acceptable. Each wallboard corner is a site-finished detail, produced by hand, to contend with variations demanded by joining two or three planes into a visually acceptable installation.

6.3 Ceiling/wall corner separation has occurred because of truss uplift

The junction of inside wall finishes, and ceilings should be constructed to minimize wall/ceiling separation. Variances exceeding 1/8 inch (3 mm) vertically between adjacent boards are considered excessive. This assessment should be made after the truss has settled (spring).

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Wall/ceiling junctions not conforming to the acceptable performance condition shall be rectified in a way that the condition does not recur or is concealed. Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks: "Truss uplift" is a condition where the bottom chord of wood roof trusses bow or arch upward, causing the ceiling drywall that is fastened to it to become separated from the wall finish. Differences in the temperature and moisture content between the top and bottom members of trusses can cause seasonal movement of the bottom chord. The condition cannot always be prevented but can be controlled by good design. Similar damage can occur due to downward movement of the wall because of settlement of interior wall footings or shrinkage of the framing lumber. Where repairs are required, colour, finish or texture may not have an exact match. Seasonal conditions may delay the timing of repairs.

6.4 Texture of painted gypsum wallboard varies

Surface texture should be generally uniform when viewed under normal viewing and normal lighting conditions.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Painted gypsum wallboard not meeting the intended finish level description shall be rectified and repainted.

Remarks: Wall and ceiling surfaces of gypsum wallboard consist of paper and joint compound. These materials accept paint finishes differently. Some variations in texture of the final finish may result and are normal. Surface texture will vary dependent on the level of finish. Specifying the level of drywall finish is a contractual matter between the builder and homeowner. Consider the number of spot repairs, the level of drywall finish, and the colour of the builder-applied finish paint. Spot and linear texture differences in painted surfaces are often a result of variation in the drywall substrate rather than the paint. Wall and ceiling surfaces of gypsum wallboard consist of paper and a joint compound. These materials accept paint finishes differently. The preparation of the drywall surface before applying finish paint establishes the level of finish. Variations in texture of the final finish may result and are normal within each of the specified drywall finish levels. Consider room lighting.

6.5 Ceiling is uneven

Within a room or defined area, ceilings shall appear uniform when viewed under normal lighting and viewing conditions. Where an isolated sag, bulge or area of waviness is readily visible and not indicative of a structural issue, the variation from the specified plane shall not exceed +/-1/4 inch (6mm) over 4 feet (1.2 meters).

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Sags or waviness in ceilings greater than the acceptable performance condition shall be rectified.

Remarks: It is not unusual to see undulation in dry-walled ceilings. This occurrence can be exaggerated by critical lighting conditions and glossy finishes. Spray-applied textures and matte finishes minimize this condition. In ceilings adjacent to roof trusses, ceiling drywall may employ a “free floating corner” detail that may appear as unevenness along an edge. This is a design solution to the issue of truss uplift and is acceptable.

6.6 Ceiling finish exhibits variation in texture or pattern

Within a room or defined area, the ceiling finish texture or pattern shall appear generally uniform when observed under normal lighting conditions from a normal viewing position.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Ceiling texture not meeting the acceptable performance condition shall be rectified.

Remarks: Ceiling texture is a site-applied finish. Variation is inherent to the process and minor variation in texture is normal. Repairs shall be similar in colour and pattern to the original ceiling finish. Some variation in the colour and texture should be expected. A localized repair is acceptable.

6.7 Frost is accumulating on the underside of roof sheathing or trusses

Water vapor carried by air movement in the attic will condense on the underside of roof sheathing and trusses as frost; this is acceptable.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: During periods of extended cold weather, moisture from the living space or outside sources carried by air movement can accumulate as frost on the underside of roof trusses and sheathing. The degree of frost accumulation is related to the relative humidity of the house air, the rate of air movement into the attic and the length of the cold spell. When temperatures rise above freezing, this build-up may melt faster than the attic's ventilation system can exhaust the accumulated moisture. Homeowners are responsible for mitigating damage by reducing humidity levels in their homes during cold weather.

Although builders can minimize the moisture reaching the attic by ensuring the air/vapour barrier is as continuous as possible, air leakage into the attic cannot be eliminated. Even a small air leak can deposit a significant amount of moisture over a long cold spell if the moisture content of the air is high. Attic spaces shall be designed and constructed with an air/vapour barrier to minimize the migration of moisture laden air from the interior of the home into the attic space. Repeated opening of the attic access or leaving the access unsealed causes increased humidity, which can contribute to this condition.

7.0 Resilient Flooring

7.1 Resilient sheet flooring seams do not appear tight

Resilient sheet flooring shall be installed with no visible gaps at the seams. Gaps at the seams exceeding 1/32 inch (0.75 mm) when viewed under normal viewing conditions are considered excessive.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Gaps not meeting the acceptable performance condition shall be rectified according to the manufacturer's specifications.

Remarks: Gap visibility depends on several factors, including texture, pattern, colour, type of resilient material, and lighting. Strong sunlight entering from a low angle will generate shadows and exaggerate any irregularity in the floors. Seam sealer recommended by the flooring manufacturer is used to fill gaps between sheet flooring seams. Seam sealer involves applying an adhesive between abutting surfaces so a distance between seam edges is assumed as part of that process.

7.2 Resilient sheet flooring is loose along an internal seam

Resilient sheet flooring shall not come unglued from the substrate along the seam.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Resilient flooring not meeting the acceptable performance condition shall be rectified.

Remarks: Excessive water or heat can adversely affect the glue and seam sealer on resilient flooring. Lifted seams or edges should be reported to the builder as soon as possible within the warranty period to mitigate damages. Seam sealer recommended by the flooring manufacturer is used to fill gaps between seams of sheet flooring. After the warranty period, maintenance of the resilient flooring and associated sealant is the homeowner's responsibility.

7.3 Ridges or depressions appear on the surface of resilient flooring without breaking through

Resilient flooring shall be generally uniform and free of depressions or ridges. Depressions or ridges that exceed 1/16 inch (1.5 mm) are considered excessive.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Resilient flooring not meeting the acceptable performance condition shall be rectified.

Remarks: Ridge visibility depends on several factors, including texture, pattern, colour, type of resilient material, and lighting. Strong sunlight entering from a low angle will generate shadows and will exaggerate any irregularity in the floors. Measuring a ridge is done by placing the centre of a 6" straight edge over the ridge and depressing one side. The high end will measure twice the height of the ridge. Measuring a depression is done by placing a straight edge over the depression and measuring the depth. The builder is to match the repair closely but is not responsible for discontinued resilient flooring, patterns, dye lot variations, or for colour fade between existing and rectified flooring. Builders sometimes leave flooring remnants in the new home for such repairs, and these materials should not be discarded by the homeowner. The substrate directly beneath the irregularity will be cleared of any irregularity or debris that may cause the ridge or depression. Consider the type of flooring installed.

7.4 Topical discolouration or yellowing appears on resilient flooring surface

Resilient flooring shall be free of discolouration when viewed from a normal viewing position and under normal lighting conditions.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Resilient flooring not meeting the acceptable performance condition shall be rectified.

Remarks: This defect is typically induced by an incompatible agent (such as latex-backed carpets, oven cleaners, hairsprays) or foods (such as mustards or vegetable dyes) contacting the flooring. These and others can discolour flooring permanently. Staining caused by substances applied by the homeowner is not a defect. Over a period of years, direct sunlight naturally causes general colour fade and yellowing; this is normal.

7.5 Dye lot variation exists in resilient flooring

Within a room or defined area, resilient flooring shall be uniform in colour, texture, and pattern. Minor variations between dye lots are acceptable.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Resilient flooring not meeting the acceptable performance condition shall be replaced.

Remarks: Differences in gloss, texture, or dye lot variation in non-contiguous (non-adjointing) areas are not considered defects.

7.6 Repaired resilient flooring looks different

Rectified areas of resilient flooring shall closely match the adjoining material; slight variations in shade, sheen, and texture are acceptable when viewed under normal lighting and from a normal viewing position.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Rectified areas of vinyl flooring not meeting the acceptable performance condition shall be rectified.

Remarks: Rectified areas may still show differences attributable to normal wear and tear of the original flooring. Such differences are normal and acceptable. Slight variation between dye lots within a specified colour pattern is normal. Where dye lot match is unavailable, or a remnant of original vinyl flooring is not available, material may be removed from an inconspicuous location and used for repair. Builders will sometimes leave a piece of vinyl flooring in the home, which should be retained by the homeowner for future repair purposes.

8.0 Hardwood

8.1 Flooring / Hardwood

Hardwood flooring are flooring products that include traditional hardwoods, such as oak and cherry, as well as bamboo (from the grass family) and engineered hardwoods. These natural products perform differently from one another. Hardwood flooring is highly susceptible to changes in indoor relative humidity, which in turn causes dimensional changes (shrinking or swelling). The width of a space between boards should be measured during the warmer, more humid months. Homeowners are responsible for maintaining indoor humidity levels through proper humidification and ventilation. Normalizing climatic conditions in a home is especially critical within the first two year for acclimating fine woods.

Areas around heat registers or exposed to concentrated sunlight may be more susceptible to shrinkage. Broader strips of dimensional lumber are more prone to warping and cracking than narrower hardwood strips, and darker colour hardwood floors with low gloss finishes and complex grain patterns are more visually forgiving.

The homeowner's selection of species, colour, board width, sheen, and layout pattern are factors of considerable importance.

Hardwood is wood harvested from broadleaf trees as opposed; softwoods are harvested from trees with needle-like leaves or evergreens. "Hardwood" does not necessarily relate to the hardness or impact resistance of the wood. Technically, balsa wood is a hardwood, but it has very low impact resistance.

Each hardwood floor is a unique assembly of natural woods. Naturally occurring changes in hardwood flooring should be considered inherent to the character of the floor. That character is often why hardwood is selected over other manufactured options, such as laminates. When homeowners select their hardwood, they should consider the governing hardwood specification and the grading rules that apply to that grade, rather than a small showroom sample, which may not indicate the larger floor surface.

Hardwood flooring manufacturers abide by established rules for grading and marketing their product. Any hardwood floor can be scarred by high heel shoes or other seemingly innocuous point loads.

8.2 Cracks developing between strips of hardwood

Hardwood strip flooring shall be installed tight. Gaps exceeding 1/16 inch (1.5 mm) over the length of a board is considered excessive.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Abutting edges that remain open in the warmer months and exceed the acceptable performance condition shall be rectified.

Remarks: Hardwood flooring will be installed as per the manufacturer's instructions. Improper humidity levels within the home can cause hardwood flooring to shrink. Maintaining humidity levels is the homeowner's responsibility. Gaps due to improper homeowner maintenance are not covered.

9.0 Carpet/Flooring

9.1 Carpet seam is visible

Carpet seams shall be installed with the backing fitted and adhered tightly to minimize seam visibility.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Carpet seams not meeting the acceptable performance condition shall be rectified.

Remarks: Pile direction at seams will be in one direction only, except for a direction change at a doorway. Although the backing may be tightly fitted, a seam may remain visible and is acceptable. In contiguous (adjoining) carpeted areas, a

redirection in pile is acceptable at the doorway. The visibility of carpet seams will vary with the type of carpet and the lighting conditions. Where carpets must be cut to execute floor repairs, seams in the repair area may become more visible. The location of carpet seams may vary due to predetermined manufactured widths and installation restrictions. Seams around stair newels, balusters, and risers are often readily visible; this is acceptable.

9.2 Carpet colour has changed

Carpet colour will change over time under normal viewing conditions

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: Carpet manufacturers caution homeowners on exposing carpet to direct sunlight for extended periods. Carpet fading can be greatly reduced by closing blinds and curtains. Furniture placement can affect the colour of carpet over time. Spots or faded areas of carpet resulting from normal wear and tear or improper maintenance or abuse are not defects.

9.3 Carpet has dark stains around perimeter of rooms and at heating registers

Dark stains on carpet around room perimeters and at heating registers, commonly called “carbon black”, are caused by homeowner use. Sources of carbon rarely relate to workmanship or material supplied by the builder.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: The homeowner shall ensure that furnaces and fireplaces are maintained, serviced as recommended by the manufacturer, and functioning properly. Burning candles can contribute considerable carbon into the air and lead to carpet staining. Vehicle emissions contribute carbon to the air and homeowners should not disable the passage door closer to an attached garage. This practice defeats the purpose of the fire rated door, but an open door may also permit the passage of carbon and other airborne contaminants into the home.

10.0 Flooring Laminate/Tile

Laminate flooring is composed of a wear layer, a pattern layer, and one or two very dense engineered wood layers. It generally has a hard wear surface, but it can still be chipped and scratched. Because laminate is an engineered wood product, it is subject to dimensional changes (shrinking and swelling) when exposed to moisture. To minimize the effects of humidity changes on a laminate floor, it is installed as a “floating floor” where sections are secured to each other instead of being fastened to the sub-floor. As a result, laminate flooring expands and contracts in units or sections of floor rather than between individual planks. Gaps due to humidity variations tend to form between sections, such as between sections in adjoining rooms or at the perimeter of rooms.

Anything interfering with the floating nature of laminate floors, such as the placement of heavy objects on the floor, can cause unwanted gaps, peaks, or squeaks.

Leaks can occur when insufficient room is left for the laminate to expand and contract up against an object, such as a kitchen islands or around service piping. Subfloor variations can also cause a seam to open in adjacent laminate sections as the floor settles on each side of a raised variation under the laminate. Different grades of laminate may expand and contract at different rates and may have varying tolerances for sub-floor variations.

10.1 Laminate flooring sections are swelled

Laminate shall be installed free of swelled planks or tiles.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Laminate flooring not meeting the acceptable performance condition shall be rectified unless noted during the walk-through inspection. Issues noted on the walk-through inspection are contractual matters that should be resolved by the builder and homeowner. Swelling of laminate flooring resulting from actions of the homeowner is not covered.

Remarks: The homeowner is responsible for following the manufacturer's recommendations for care and maintenance of the flooring. Swelling of laminate flooring caused by improper homeowner maintenance is not a defect.

10.2 Laminate flooring is separating

Joints shall be tight at warranty commencement. Gaps in laminate flooring greater than 1/16 inch (1.5 mm) are considered excessive.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Gaps exceeding the acceptable performance condition shall be rectified at warranty commencement.

Remarks: Laminate flooring is an engineered product it is subject to expansion and contraction. Damage to laminate caused by standing water or swings in humidity levels is not a defect. Improper humidity levels within the home can cause separation of laminate flooring. Maintaining humidity levels is the homeowner's responsibility. Separation of laminate flooring due to improper homeowner maintenance is not a defect.

10.3 Laminate floor is chipped

Laminate flooring shall be free of chips that are readily visible when viewed under normal viewing conditions.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Laminate flooring not meeting the acceptable performance condition shall be rectified unless noted during the walk-through inspection. Issues noted on the walk-through inspection are contractual matters that should be resolved by the

builder and homeowner. Chips in laminate flooring resulting from actions of the homeowner are not covered.

Remarks: A localized repair is acceptable. Repairs shall be similar in colour to the original. Some colour variation should be expected.

10.4 A uniform gap has developed between the laminate floor edge and the baseboard edge or between the laminate edge and a trim strip edge

Baseboard mouldings and transition strips between different flooring materials shall be of sufficient width to accommodate expansion and contraction of the laminate floor due to normal changes in humidity levels within the home.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Trims or transition strips not meeting the acceptable performance condition shall be replaced.

Remarks: Dimensions for trims and transition strips shall follow the manufacturer's installation instructions. An area of laminate flooring expands and contracts as a unit with humidity changes. Low humidity levels in a home can cause a laminate floor to contract more than the manufacturer's tolerances, causing a gap at the perimeter. If proper humidity levels are re-established and maintained, the fit of the flooring at the perimeter and transitions may return to its original condition without further remediation. Maintaining proper humidity levels is the homeowner's responsibility. Gaps in laminate flooring due to improper homeowner maintenance are not defects.

10.5 Floor tile grout is not uniform in colour

Within a room or defined area, the colour of grouted joints between ceramic floor tiles shall appear generally uniform from a normal viewing position and under normal lighting.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Floor grout joints not meeting the acceptable performance condition shall be rectified.

Remarks: Grout can be easily discoloured (especially lighter shades) by routine activities that are beyond the builder's control. Washing tile floors can discolour grout over time. Rectified joints shall be of the same pattern and similar in colour to the original. Some variation in the colour should be expected. Sealing grout and maintaining that seal can greatly reduce grout discolouration. Sealing grout is a homeowner responsibility.

10.6 Adjacent floor tile surfaces are installed at different elevations

Adjacent stone or ceramic floor tiles shall be installed generally flush, considering the texture and intended appearance of the finished surface. Variances exceeding 1/8 inch (3 mm) vertically between adjacent tiles are considered excessive.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Floor tile installations not meeting the acceptable performance condition shall be rectified.

Remarks: Some floor tiles are designed with irregular finished surfaces or irregular edge detailing, which may exaggerate the aesthetic appearance of the condition. Variations in tile colours due to dye lots are to be expected when making repairs.

11.0 Roofing

11.1 Roof ridge has sagged

Roofs shall be constructed to ensure the ridge does not sag excessively under normal design conditions, according to the Building Code.

Warranty coverage: 1 year for defects in materials and labour. 10 years for structural defects.

Claim response: Roofs not meeting the acceptable performance condition are to be rectified.

Remarks: Damage resulting from maintenance not conducted according to maintenance documentation provided to the owner by the warranty provider or builder and additions, deletions, or alterations made by the homeowner are excluded from coverage. Where repairs are required, colour, finish, or texture may not match exactly. Some deflection due to normal loading and bowing caused by 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 build-ups of ice and snow. Excessive bowing of roof framing should be investigated.

11.2 Roof shingles have blown off

Roof shingles shall be installed according to the Building Code.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Roof shingles not meeting the acceptable performance condition shall be rectified.

Remarks: Severe weather and wind gusts can exceed the design limitations of the shingles. Different shingle types and materials have varying abilities to resist these forces. Damage caused by an act of nature, such as severe weather and wind gusts, is not a defect. Minor dye lot variations may occur when matching existing and new materials. This is acceptable.

11.3 Asphalt shingle edges are curled or cupped

Shingles shall not curl or cup to the extent of exposing the lower, uncoloured portion of the shingle.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Asphalt roof shingles not meeting the acceptable performance condition shall be rectified.

Remarks: Asphalt shingle edges and corners need not be completely flat to fulfill their water deflection function. Excessive heat build-up can contribute to premature wear on asphalt shingles. Adequate attic ventilation is necessary to prevent excessive solar heat build-up in the attic that can contribute to curling and cupping. Homeowners should avoid walking on asphalt shingles.

11.4 Asphalt shingles are not sealed

Tabs on asphalt roof shingles shall be secured according to the Building Code.

Warranty coverage: 1 year for defects in materials and labour. 5 years for defects in the building envelope.

Claim response: Roof shingles not meeting the acceptable performance condition shall be rectified.

Remarks: Shingle tabs require the application of an appropriate sealant as described in the Building Code. Interlocking types or those with self-sealing strips may not require sealant. Self-sealing asphalt shingles installed during cold temperatures should seal when warmer temperatures return. In the short term, unsealed shingles should not affect the weather protection provided by the roof.

11.5 Asphalt shingles do not overhang the roof sheathing properly

An asphalt shingle starter strip shall overhang roof edges by approximately 1/2 inch (12 mm) according to the Building Code.

Warranty coverage: 1 year for defects in materials and labour. 5 years for defects in the building envelope.

Claim response: Asphalt roof shingles not meeting the acceptable performance condition shall be rectified.

Remarks: The edge of the roof includes the entire perimeter of the roof, including gables. The shingle extension is required to properly direct bulk rainwater into the eavestroughs and away from the fascia along roof gables.

11.6 Roof appears wavy

Roof sheathing shall be sized and installed according to the Building Code.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Roof sheathing not meeting the acceptable performance condition shall be rectified. Where repairs are required, colour, finish, or texture may not have an exact match. Seasonal conditions may delay the timing of repairs.

Remarks: Some waviness between framing members may occur, even when sheathing is properly installed. 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).

11.7 Roofing nails are exposed on asphalt roofs

Roofing nails shall be covered by overlapping shingles or by an appropriate sealant.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Roofs not meeting the acceptable performance condition shall be rectified.

Remarks: Roofing nails require the protection of overlying shingles to ensure adequate weather protection. Sealant applied to nails shall not detract from the overall, uniform appearance of the roof when viewed from a normal viewing position at ground level under normal lighting conditions.

11.8 Roof or flashing leaks

Roofs and their associated flashings shall not allow water to penetrate the building envelope of the home under normal weather conditions.

Warranty coverage: 1 year for defects in materials and labour. 5 years for defects in the building envelope.

Claim response: Roofing or flashing not meeting the acceptable performance condition shall be rectified.

Remarks: Ice or snow build-up around chimneys can contribute to water penetration. Keeping roofs clear of heavy snow and ice is important to preventing ice build-up. Damage resulting from maintenance not conducted according to maintenance documentation provided to the owner by the warranty provider or builder is not covered.

Homeowners are responsible for mitigating damage to their property and should contact the builder immediately upon identifying water penetration.

11.9 Roof flashing leaks at chimney

Roof flashings at chimneys shall not allow water penetration into the living area under normal weather conditions.

Warranty coverage: 1 year for defects in materials and labour. 5 years for defects in the building envelope.

Claim response: Roofing flashings not meeting the acceptable performance condition shall be rectified.

Remarks: Ice or snow build-up around chimneys can contribute to water penetration. Keeping roofs clear of heavy snow and ice is important to preventing ice build-up. Damage resulting from maintenance not conducted to control ice damming are not warrantable. Homeowners are responsible for mitigating damage to their property and should contact the builder immediately upon identifying water penetration.

11.10 Eavestroughs or downspouts leak

Eavestroughs and downspouts are a homeowner issue. Triple M does not warranty any eavestroughs or downspouts.

Warranty coverage: None

11.11 Ice damming is occurring on the roof

Roofs will accumulate snow and ice during cold weather, but that occurrence should not cause water to penetrate the building envelope of the home. This condition is warranted if it results from a demonstrable defect in work or materials supplied by the builder.

Warranty coverage: 1 year for defects in materials and labour. 5 years for defects in the building envelope.

Claim response: Roofs not meeting the acceptable performance condition shall be rectified.

Remarks: Marginal icicles and marginal surface ice is a natural occurrence on a roof in winter months and can be exacerbated by freezing rain or repeated freeze-thaw cycles. Naturally occurring ice damming (a buildup of ice on the roof over the eaves) may cause damage and is not a defect. Eave protection, vapour barriers, and attic insulation and ventilation should be installed to the requirements of the Building Code. Accumulations of ice and snow on the roof may also result in ice damming. Damage resulting from maintenance not conducted by the owner according to maintenance documentation provided to the owner by the warranty provider or builder or from additions, deletions, or alterations made by the homeowner are excluded from coverage. Removal of snow from the roof is a seasonal maintenance requirement and is the homeowner's responsibility.

11.12 Water leaking into living space from accumulation of snow or rain driven through louvers or vents

Attic vents are to be designed to minimize the entry of rain and snow into the living space and shall be installed to prevent water penetration into living areas.

Warranty coverage: 1 year for defects in materials and labour. 5 years for defects in the building envelope.

Claim response: Attic vents not meeting the acceptable performance condition shall be rectified.

Remarks: Under unusually high wind conditions, even properly installed roof vents may allow the passage of some moisture into an attic space. In most situations, roof ventilation will exhaust incidental moisture accumulations harmlessly to the outside.

11.13 Skylight leaks

Skylights shall be installed according to the Building Code and manufacturer's specifications and shall not allow water penetration.

Warranty coverage: 1 year for defects in materials and labour. 5 years for defects in the building envelope.

Claim response: Skylights not meeting the acceptable performance condition shall be rectified. Seasonal conditions may delay the timing of permanent repairs.

Remarks: Condensation on the interior surfaces of a skylight may occur if indoor relative humidity is high. Condensation is not considered indicative of roof or skylight leakage. Proper maintenance of the skylight is the homeowner's responsibility.

12.0 Fireplaces / Plumbing / Electrical

12.1 Fireplace or glass finish has changed in appearance

Variations in the finish appearance of the firebox, trim, and glass resulting from normal wear and tear and oxidation (patina) is acceptable.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: Patina of the fireplace firebox, trim, or glass finish may change with time and use and is acceptable. Surfaces that are subject to temperature stress will show colour change, and this is normal and acceptable.

The homeowner shall use and maintain fireplaces according to manufacturer's recommendations. Cleaning products not recommended by the manufacturer may adversely affect the finish of fireplaces and glass.

12.2 Faucet or plumbing fixture leaks

Faucets or plumbing fixtures shall not leak or drip when fully closed or shut off.

Warranty coverage: 1 year for defects in materials and labour. Faucets and plumbing fixtures are not considered a part of a delivery and distribution system.

Claim response: Faucets or plumbing fixtures not meeting the acceptable performance condition shall be rectified.

Remarks: Homeowners must mitigate damages and turn off the water supply if the leak has the potential to cause damage to other parts of the home or personal

property. Damage resulting from improper use or alterations made by the homeowner is excluded from the warranty.

The quality or quantity of water from a municipal water supply, water well, or any other source may affect the operation of faucets or plumbing fixtures and is an acceptable exclusion.

12.3 Bathtub or shower enclosure doors leak

Bathtub and shower enclosure doors shall be installed according to manufacturer's specifications to prevent leaking.

Warranty coverage: 1 year for defects in materials and labour. Bathtubs and showers are not considered a part of a delivery and distribution system.

Claim response: Bathtub or showers not meeting the acceptable performance condition shall be rectified.

Remarks: Caulking and seals around bathtubs and shower enclosures and door seals require regular homeowner inspection and maintenance. Caulking is not covered under the first-year warranty unless reported on the preoccupancy form.

12.4 Plumbing pipes are frozen or have burst

Plumbing pipes shall be installed to avoid freezing.

Warranty coverage: 2 years for defects in materials and labour related to delivery and distribution systems.

Claim response: Plumbing pipes not meeting the acceptable performance condition shall be rectified.

Remarks: The inside temperatures must be kept well above freezing to avoid bursting water pipes. In exceptional circumstances when this is not possible, precautions such as shutting off and draining the water supply system should be taken to prevent freezing. When the colder season approaches, homeowners are responsible for disconnecting exterior hoses, shut off any associated interior valves and drain lines to exterior hose bibs. Care must be taken to insulate correctly where water lines are located near exterior walls.

Where heat tape is required, homeowners are responsible for inspection and maintenance of the heat tape as part of regular homeowner maintenance. Frost-free hose bibs will not protect water lines from freezing if exterior hoses have not been physically disconnected from the threaded connection; this is not a defect. If a burst pipe is detected in a water supply pipe, the homeowner is responsible for mitigating damages by immediately shutting off the main water supply valve until the builder's representative can assess the condition. Damage resulting from improper maintenance or alterations made by the homeowner are not warrantable.

12.5 Condensation appears on water supply pipes and toilets

Condensation on water supply pipes and toilets may occur.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: Condensation may appear on water supply lines and toilets occasionally and is normal. Excessive condensation from airborne moisture is the result of high relative humidity. Homeowners should vent areas of high humidity with direct ventilation to the outside or by using exhaust fans.

12.6 Sewers or drains drain slowly or back up

Sanitary and storm drainage systems shall drain properly.

Warranty coverage: 2 years for defects in materials and labour related to delivery and distribution systems.

Claim response: Sanitary and storm drainage systems not meeting the acceptable performance condition shall be rectified.

Remarks: The homeowner is responsible for mitigating damages involving water or sewage. The builder shall be contacted immediately upon identifying a blockage, followed by the municipality. The issue may involve the municipal sewage system, which is beyond the builder's control and is not a defect. Sewage systems outside of municipalities require septic systems and maintenance procedures unique to those installations. Homeowners are strongly advised to completely understand the operation of their septic system, observe cautions involving the septic field, not to exceed the system's design parameters and to provide the service regimen such systems require. Where heat tape is required, homeowners are responsible for inspecting and maintaining the heat tape as part of regular homeowner maintenance. Complete failure of sanitary drainage systems is considered an emergency. Toilets have water shut off valves. Other fixtures may have shut off valves, but the homeowner is responsible for shutting off the main water supply line to mitigate damages to the home in emergencies. Homeowners should ensure items are not flushed down toilets or sinks not intended for these products; such damage is the responsibility of the homeowner. Failure of the system due to actions of the homeowner is not a defect.

12.7 Cracks or chips exist in porcelain, enamel, acrylic, solid composite, or fiberglass plumbing fixtures

Plumbing fixtures exposed to normal view shall be free from visible cracks or chips.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Plumbing fixtures not meeting the acceptable performance condition shall be rectified.

Remarks: Porcelain, enamel, acrylic, solid composite, or fibreglass plumbing fixtures not meeting the acceptable performance condition shall be rectified unless noted during the walk-through inspection. Issues noted on the walk-through inspection are contractual matters that should be resolved by the builder and homeowner. The homeowner is responsible for maintaining surface finishes according to the manufacturer's instructions. Cracks or chips resulting from actions of the homeowner are not covered.

12.8 Electrical outlets or switches do not work

Electrical outlets and switches shall be installed according to the manufacturer's specifications and the CEC.

Warranty coverage: 2 years for defects in materials and labour related to delivery and distribution systems.

Claim response: Electrical outlets and switches not meeting the acceptable performance condition shall be rectified.

Remarks: When troubleshooting a localized power loss, homeowners should check the breakers, the GFIs (ground fault interrupter), and the light bulb or appliance. Some fixtures, such as ceiling fans, have pull switches on the fixture as well as wall switches, and all switches must be "on" to direct electricity to the fixture. Additions, deletions, or alterations by the homeowner to the original electrical system are not warrantable. Electrical fixtures supplied by the homeowner are excluded from the warranty.

12.9 Electric circuit breakers trip repeatedly

Electrical circuit breakers shall be installed in accordance with the CEC.

Warranty coverage: 2 years for defects in materials and labour related to delivery and distribution systems.

Claim response: Electrical circuits not meeting the acceptable performance condition shall be rectified.

Remarks: A tripped circuit breaker does not necessarily infer an issue with the home's electrical system. Rather, the circuit breaker is performing as a failsafe device and stopping the flow of electricity until the source of the fault is corrected. Frequent tripping of circuit breakers may indicate that the circuit is overloaded. Some appliances have special power requirements that may overload circuits, including motors that cause an electrical arc at start-up, which may cause arc-fault breakers to trip; this is not a defect. Additions, deletions, or alterations by the homeowner to the original electrical system are excluded from the warranty.

12.10 Kitchen or bath fans allow cold air infiltration (drafts)

Kitchen and bath exhaust fans shall be installed with backdraft dampers as per the Building Code.

Warranty coverage: 1 year for defects in materials and labour.

Claim response: Kitchen or bath fans not meeting the acceptable performance condition shall be rectified.

Remarks: Ventilation fans are indirectly open to outside air. The damper is balanced to allow exhaust air to escape freely and falls back to a closed position to reduce backdrafts. By design, they are not completely effective at eliminating cold air infiltration. Exhaust fans will accumulate dust and airborne debris over time that can impair fan efficiency, obstruct the damper and create excessive noise. The homeowner is responsible for maintaining both the fan unit and the exhaust vent on the outside of the home. During gusty wind conditions, homeowners may hear the damper fluttering as it adjusts to the fluctuating air pressure; this is normal.

12.11 Moisture is dripping from exhaust fans

Exhaust fans and venting shall be installed as per the Building Code.

Warranty coverage: 2 years for defects in materials and labour related to delivery and distribution systems.

Claim response: Exhaust fans and venting not meeting the acceptable performance condition shall be rectified.

Remarks: During periods of cold weather, water vapour will condense or freeze in exhaust venting. During warming periods, this may result in moisture dripping back through the vent, and this is acceptable. Condensation may occur in vents due to environmental conditions and interior generated humidity. The only way to counteract this is to run venting fans. Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation and humidity is not a defect.

12.12 Condensation or frost appears on windows

Condensation may occur on interior window surfaces.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: Condensation on interior window surfaces is common during cold seasons. At temperatures below freezing, the condensate may form ice at the bottom of windows. Homeowners can also help reduce condensation on windows by continuously running the ventilation fans to encourage air circulation. Homeowners are responsible for maintaining appropriate humidity levels. Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation, air circulation, and humidity is not a defect.

12.13 Differences in heat occur from one living area to the next during the heating season.

The heat balance of living areas shall be generally uniform throughout the home, and the heating system shall be installed according to the Building Code. Temperature variances between living areas are expected and acceptable.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: The balancing of heat within a home is an owner action and is not covered by warranty. Several factors affect living space temperatures and comfort:

- Directional orientation: north-facing rooms are generally cooler than south-facing rooms.
- Windows: glass has little insulating value and allows more heat to escape from the room.
- Rooms over garages: have insulated floors that lose heat to the unheated garage below.
- Airflow: free airflow from the supply outlet in a room to a return inlet or undercut door is essential. Generally, a minimum 25 mm (1") space under interior doors above the finished floor covering should be provided.
- Personal preference: personal comfort differs between individuals.

Balancing the air delivery system may not completely compensate for the effects of these factors. Drapes and furnishings can also influence the heat balance of a room. At warranty commencement, living areas are generally balanced. The balance can be affected by seasonal temperature variations and direct sunlight on south-facing windows.

Heat registers and ductwork dampers can be adjusted to reduce large variations in room temperature. Certain variations in room temperature can be expected from directional orientation, the amount of glass within a room, airflow (if doors are closed as opposed to open) and whether the room is situated over an unheated area of the home, such as a garage or exterior cantilever. Generally, a temperature reading is taken four feet above floor level and as close as possible to the centre of the warm air supply and cold air return in any living area after the heating system has been running for an appropriate period. Consider variation in systems designed for multi-family units when assessing these issues

12.14 Ductwork is noisy

Ductwork may make noise as it expands and contracts and as air flows during heating and cooling cycles.

Warranty coverage: This is not a defect.

Claim response: None.

Remarks: Noise consistent with the normal operation of the furnace, blower, and related components is not a defect. Unusual noises or a change in noise may be indicative of a maintenance requirement. Consider variation in systems designed for multi-family units when assessing these issues.

12.15 Condensate line is blocked

Condensate lines from air conditioning condenser coils, condensing furnaces, or hot water tanks shall be free from blockage.

Warranty coverage: 2 years for defects in materials and labour related to delivery and distribution systems.

Claim response: Condensate lines not meeting the acceptable performance condition shall be rectified.

Remarks: Condensate lines should be inspected and cleaned as part of regular home maintenance. In refrigeration-type units, the condensate line is usually blocked by ice rather than debris. Air conditioning and refrigeration units can “ice-up” if the power was shut down during a thaw cycle. The prevalence of ice in this situation is not related to blockage in the condensate line. Homeowners should follow the manufacturer’s recommendations whenever such appliances are turned off or moved. Damage resulting from improper maintenance is not covered.



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