



## **Home Owners Booklet**

# **WARRANTY PERFORMANCE STANDARDS**

**1.613.389.0156**

**[www.luxrwp.com](http://www.luxrwp.com)**



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## SECTION C. PROGRAM POLICY

### 1. PROGRAM POLICY

- a. Code Infractions. Any code infraction is considered a workmanship defect and must be repaired by a Builder during the first year of the Warranty. A code infraction causing, or likely to cause, structural damage or that is a threat to health or safety must be repaired at any time during this Agreement by a Builder or the Program Warrantor if a Builder fails to repair. Code infractions that are brought to the Program Warrantors attention after the first year, that are not causing damage or threatening health or safety, and if so determined, the infraction may then be disclaimed. A Builder, or the Program Warrantor if applicable, may repair the defects, but will be under no obligation to cause a Home to conform to code. Only the appropriate codes in effect at the time of construction will be enforced.
- b. Patent Defects and Completion Items. The Program Warrantor will not complete any work that was not finished by a Builder. Purchase must be prudent in protecting itself by means of financial holdbacks, etc. The same policy applies to Patent Defects. The Purchaser has an obligation to inspect a Home prior to taking possession and making the necessary arrangement for repair of Patent Defects or completion of work. The Program Warrantor will not complete a contract or repair Patent Defects.
- c. Measurements. Both metric and imperial measurements/tolerances have been used throughout the Performance standards. If slight discrepancies exist between these metric and imperial measurements/tolerances, then in all instances the metric measurements/tolerances should be considered as the ruling measurements/tolerances.
- d. General. It should be noted that a Builder's responsibility does not extend to any items subjected to Purchaser neglect, abuse or modification and includes those items requiring Purchaser maintenance. Consideration is given to the circumstances relating to the defect when determining a Builders responsibility and may deviate somewhat from these performance guidelines.
- e. Builder Codes. A Builder shall construct any Residential Home in accordance with the building standards by the Canadian Standards Association in force at the time of construction, and the standards prescribed by LRWP as amended from time to time.



## 2. PURPOSE OF THE STANDARDS

The Warranty Standards referred to herein are intended to specify the performance standards for a Builder of Homes and to set forth the basis for determining the validity of all Purchasers' complaints. This relates to defective materials and workmanship during the first year phase of the Warranty under LRWP. Only the most frequent defects of concern to a Purchaser have been enumerated in the Warranty Standards herein after. If a specific defect has not been enumerated, this indicates only that a performance standard for such a defect has not been adopted by this warranty program. To the extent that a performance standard for construction has not been enumerated in these Warranty Standards, Builder shall construct Homes, in accordance with good industry practice and those codes listed herein. The validity of any defect, for which a standard has not been enumerated herein, shall be determined on the basis of good industry practice. Where no performance standard has been set out herein the Program Warrantor will determine whether corrective action is required. Non-compliance with the Performance standards call for corrective action by a Builder.

THE PERFORMANCE STANDARDS AND DEFICIENCIES HEREINAFTER STATED ARE IN NO WAY MEANT TO BE AN EXHAUSTIVE LIST, BUT MERELY ARE A REFERENCE GUIDE AND DO NOT LIMIT THE RIGHTS OF LRWP'S ABILITY TO FIND FAULT AND CULPABILITY.

### WARRANTY PERFORMANCE STANDARDS APPLICABLE DURING YEAR ONE.

The performance standards contained in the following pages are designed for easy comprehension by both a Purchaser and a Builder.

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



## PERFORMANCE STANDARDS

### 1.0 ROUGH CARPENTRY

#### 1.1 POSSIBLE DEFICIENCY

Floor squeaks or subfloor appears loose.

#### PERFORMANCE STANDARD

Floor squeaks and loose subfloors are often temporary conditions common to new construction, and a squeak-proof floor cannot be guaranteed.

#### RESPONSIBILITY

A Builder will correct the problem only if caused by a proven underlying construction defect.

### 1.2 POSSIBLE DEFICIENCY

Uneven wood floors.

#### PERFORMANCE STANDARD

Floors shall not have more than 1/4 inch (6mm) ridge or depression within any 32 inch (800mm) measurement when measured parallel to joists. Allowable floor and ceiling joist deflections are governed by the jurisdictional approved building codes.

#### RESPONSIBILITY

A Builder will correct or repair to meet this performance standard.

### 1.3 POSSIBLE DEFICIENCY

Bowed Walls.

#### PERFORMANCE STANDARD

All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls shall not detract from or blemish the wall's finished surface. Walls should not bow more than 3/8 inch (9mm) out of line within any 32 inch (800mm) horizontal or vertical measurement.

#### RESPONSIBILITY

A Builder will repair to meet performance standards.

### 1.4 POSSIBLE DEFICIENCY

Out-of-Plumb Walls.



#### PERFORMANCE STANDARD

Walls should not be more than 1/4 inch (6mm) out of plumb for any 32 (800mm) inch vertical measurement.

#### RESPONSIBILITY

A Builder will repair to meet performance standards.

#### 1.5 POSSIBLE DEFICIENCY

Ceiling/Wall corner separation commonly referred to as "roof truss uplift".

#### PERFORMANCE STANDARD

Once thought to be a rare occurrence, the frequency of the phenomenon has increased considerably with increased amounts in ceiling insulation requirements. A few years ago, insulation requirements were such that the lower cord members of the roof trusses were partially exposed. Temperature and moisture content over the entire truss assembly was consistent. With increased ceiling insulation requirements, the lower cord members of the trusses are now buried in up to 11 inches (279mm) of insulation. Effectively creating a temperature/moisture variation between those parts of the truss assembly buried in the insulation to those parts of the truss assembly exposed to the elements in the unheated attic space. The variation in temperature/moisture conditions in the truss wood frame members results in some movement upward at approximately the center span of the truss lower cord members. The problem is self correcting, normally in late spring, as temperatures and moisture moderate, to the extent that the lower cord members of the trusses returns to their original position or to rest on top of the center partition. Gaps close, leaving damage normally limited to corner tape and corner drywall.

For a manufactured Home, the gap will occur between the molding and the ceiling. This should come back in place in spring.

#### RESPONSIBILITY

For a manufactured Home, this is an industry standard. No action will be taken.

#### 2.0 MOISTUREPROOFING

#### 2.1 POSSIBLE DEFICIENCY

Insufficient Insulation.

#### PERFORMANCE STANDARD

Insulation shall be installed in accordance with applicable jurisdictional energy and building code requirements.



### RESPONSIBILITY

A Builder will install insulation in sufficient amounts to meet performance standard.

#### 2.2 POSSIBLE DEFICIENCY

Leaks due to snow or rain driven into the attic through louvers or vents.

### PERFORMANCE STANDARDS

Attic vents and/or louvers must be provided in order to properly ventilate the house.

### RESPONSIBILITY

This is the sole responsibility of a Purchaser. As a result, no action will be taken by a Builder.

#### 3.0 ROOFING

##### 3.1 POSSIBLE DEFICIENCY

Detach roofing shingles.

### PERFORMANCE STANDARD

Shingles should not become detached or break away from roof under normal anticipated conditions. Winds causing detachment/breaking away of roof shingles is not covered.

### RESPONSIBILITY

a Builder will replace/repair at its discretion roof shingles where placement does not comply with a Builders' installation instructions and the National Building Code of Canada, matching color as closely as possible. Builder is not responsible for conditions beyond a Builder's control. Example: storm conditions, Purchaser maintenance, etc. Builder cannot be held responsible for discontinued patterns or color variations.

##### 3.2 POSSIBLE DEFICIENCY

Ice and/or snow build-up on roof.

### PERFORMANCE STANDARD

During prolonged cold spells, ice and/or snow build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.





RESPONSIBILITY

Prevention of ice and/or snow build-up on the roof is a Purchaser maintenance item. As a result, no action will be taken, by a Builder.

3.3 POSSIBLE DEFICIENCY

Roof or flashing leaks.

PERFORMANCE STANDARD

Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice and/or snow build-up and/or Purchaser actions or negligence.

RESPONSIBILITY

A Builder will repair any verified roof or flashing leaks not caused by ice build-up or Purchaser's and by any other individual(s) actions or negligence.

3.4 POSSIBLE DEFICIENCY

Standing water on flat roof.

PERFORMANCE STANDARD

Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.

RESPONSIBILITY

A Builder will take corrective action to assure proper drainage of roof.

4.0 SIDING

4.1 POSSIBLE DEFICIENCY

Delamination of vinyl and veneer siding or joint separation.

PERFORMANCE STANDARD

All siding shall be installed according to a Builders and industry's accepted standards. Separations and delaminations shall be repaired or replaced.



#### RESPONSIBILITY

A Builder will repair or replace siding as needed unless caused by Purchaser's neglect to maintain siding properly. Repaired areas may not match in color and/or texture. For the affected surfaces, a Builder will repair/replace at its discretion the affected areas. A Purchaser can expect that the newly repaired surfaces may not match original surface in color.

#### 4.2 POSSIBLE DEFICIENCY

Wavy appearance or surface imperfections in manufactured exterior siding.

#### PERFORMANCE STANDARD

Exterior manufactured siding should be free of manufacturing defects and installed in accordance with Builder's installation instructions. Siding material should perform its intended function that is to preclude the penetration of rain or snow. Highly reflective siding surfaces tend to magnify imperfections, such as variations in color, texture and flatness, and are not considered defects in construction.

#### RESPONSIBILITY

A Builder will install exterior siding in accordance with Builder's instructions and will repair or replace defective siding material or siding material improperly installed. Complaints relating to extensive or unusual siding surface imperfections will be referred to the siding Builder.

#### 5.0 SEALANTS

#### 5.1 POSSIBLE DEFICIENCY

Leak in exterior walls due to inadequate caulking.

#### PERFORMANCE STANDARD

Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to preclude the entry of water.

#### RESPONSIBILITY

A Builder will repair and/or caulk joints or cracks in exterior wall surfaces at its discretion to correct deficiencies once during the first year. Even properly installed caulking will shrink and must be maintained by a Purchaser of a Home.



6.0 DOORS AND WINDOWS

6.1 POSSIBLE DEFICIENCY

Warping of exterior doors.

PERFORMANCE STANDARD

Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed 1.4 inch (6mm), measured diagonally from corner to corner.

RESPONSIBILITY

A Builder will correct and/or replace and refinish defective doors at its discretion.

6.2 POSSIBLE DEFICIENCY

Warping of interior passage and closet doors.

PERFORMANCE STANDARD

Interior doors (full openings) shall not warp in excess of 1.4 inch (6mm) measured diagonally from corner to corner.

RESPONSIBILITY

A Builder will correct and/or replace and refinish defective doors at its discretion.

NOTE: Excessive humidity may cause warpage or swelling of doors. Such deficiency is not covered under the warranty.

6.3 POSSIBLE DEFICIENCY

Shrinkage of insert panels shows raw wood edges.

PERFORMANCE STANDARD

Panels will shrink and expand, and may expose unpainted surface.

RESPONSIBILITY

This is the sole responsibility of a Purchaser. As a result, no action will be taken by a Builder.

6.4 POSSIBLE DEFICIENCY

Split in door panel.



PERFORMANCE STANDARD

Split panels shall not allow light to be visible through the door.

RESPONSIBILITY

a Builder will, if light is visible, fill split and match paint or stain as closely as possible.

6.5 POSSIBLE DEFICIENCY

Malfunction of windows.

PERFORMANCE STANDARD

Windows shall operate with reasonable ease, as designed.

RESPONSIBILITY

A Builder will correct at its discretion.

6.6 POSSIBLE DEFICIENCY

Condensation and/or frost on windows and exterior doors.

PERFORMANCE STANDARD

Windows and exterior doors will collect condensation on interior surfaces when extreme temperatures differ and high humidity levels are present condensation is usually the result of climatic/humidity conditions, created within a Home.

RESPONSIBILITY

Unless directly attributed to faulty installation, windows and exterior doors condensation is a result of conditions beyond a Builder control. No corrective action is required.

6.7 POSSIBLE DEFICIENCY

Thermopane window seal failure.

PERFORMANCE STANDARD

Thermopane windows may at times incur seal failure. An indication that seal failure has occurred is condensation (steam) between the two panes of your window.



#### RESPONSIBILITY

A Builder will replace and install the thermopane in question should seal failure occur within the first year of occupancy. Window Builder's warranties apply after first year of occupancy; as a result no action will be taken by a Builder after the first year.

#### 6.8 POSSIBLE DEFICIENCY

Air infiltration around doors and windows.

#### PERFORMANCE STANDARD

Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather stripping should be adjusted or replaced. (It may be necessary for a Purchaser to have storm doors and windows installed to provide satisfactory solutions in high wind areas).

#### RESPONSIBILITY

A Builder will adjust or correct poorly fitted doors, windows, or poorly fitted weather stripping.

#### 7.0 FINISHES

#### 7.1 POSSIBLE DEFICIENCY

Cracks in interior wall and ceiling surfaces.

#### PERFORMANCE STANDARD

Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch (3mm) in width shall be repaired.

#### RESPONSIBILITY

A Builder or Dealer (depending on finish contract agreement) will repair cracks exceeding 1/8 inch (3mm) in width once during first year period. Crackfill compound will be applied on the affected areas. Sanding and painting is a Purchaser's responsibility.

#### 8.0 SHEET METAL

#### 8.1 POSSIBLE DEFICIENCY

Gutters and downspouts should not leak but gutters may overflow during heavy rain.



#### RESPONSIBILITY

A Builder will repair leaks. It is a Purchaser of a Home's responsibility to keep gutters and downspouts free of leaves and debris which could cause overflow.

#### 8.2 POSSIBLE DEFICIENCY

Water standing in gutters.

#### PERFORMANCE STANDARD

Under normal rainfall conditions, and when gutter is unobstructed by debris, the water level should not exceed 1 inch (26mm) in depth. Industry practice is to install gutter approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

#### RESPONSIBILITY

This is the sole responsibility of a Purchaser. As a result, no action will be taken by a Builder.

#### 9.0 GYPSUM WALLBOARD

#### 9.1 POSSIBLE DEFICIENCY

Defects which appear during the first year, such as nail pops, blisters in tape, or other blemishes.

#### PERFORMANCE STANDARD

Slight "imperfections" such as nail pops and/or cracks are common in gypsum wallboard installations and are considered acceptable.

#### RESPONSIBILITY

A Builder may repair, one time only, during first year (crackfill only, sanding and painting Purchaser's responsibility)

#### 10.0 CERAMIC TILE

#### 10.1 POSSIBLE DEFICIENCY

Ceramic tile shall not crack or become loose for Home on approved foundations.



RESPONSIBILITY

A Builder will replace cracked tiles and resecure loose tiles unless the defects were caused by a Purchaser's action or negligence. A Builder will not be responsible for discontinued patterns or color variations in ceramic tiles.

10.2 POSSIBLE DEFICIENCY

Cracks appear in grouting of ceramic tile joints or at junctions with other material such as bathtubs.

PERFORMANCE STANDARD

Cracks in grouting or ceramic tile joints are commonly due to normal shrinkage conditions.

RESPONSIBILITY

This is the sole responsibility of a Purchaser. As a result, no action will be taken by a Builder.

11.0 FLOORING

11.1 POSSIBLE DEFICIENCY

Cracks in excess of 1/8 inch (3mm) in width should be corrected.

RESPONSIBILITY

A Builder will repair cracks in excess of 1/8 inch (3mm) within the first year by filling or replacing at a Builder's option. Builder is not responsible for variation in color or grain.

11.2 POSSIBLE DEFICIENCY

Nail pops appear on the surfaces of resilient flooring due to subfloor irregularities.

PERFORMANCE STANDARD

Readily apparent nail pops should be repaired.

RESPONSIBILITY

A Builder will correct nail pops. A Builder will repair or replace, at his option, resilient floor covering in the affected area with similar material. A Builder will not be responsible for discontinued patterns or color variations in the floor covering.



### 11.3 POSSIBLE DEFICIENCY

Depressions or ridges appear in the resilient flooring due to subfloor irregularities.

#### PERFORMANCE STANDARD

Readily apparent depressions or ridges exceeding 1/8 inch (3mm) shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six-inch (150mm) straightedge over the depressions or ridge with three inches of the straightedge on one side of defect held tightly to the floor.

#### RESPONSIBILITY

A Builder will take corrective action as necessary to bring the defect within acceptable tolerance so that the affected area is not readily visible. A Builder will not be responsible for discontinued patterns or color variations in floor covering.

### 11.4 POSSIBLE DEFICIENCY

Resilient flooring loses adhesion.

#### PERFORMANCE STANDARD

Resilient flooring should not lift, bubble, or become unglued.

#### RESPONSIBILITY

A Builder will repair or replace, at Builder's discretion, the affected resilient flooring as required. A Builder will not be responsible for discontinued patterns or color variations of floor covering, or for problems caused by Purchaser neglect or abuse.

### 11.5 POSSIBLE DEFICIENCY

Seams or shrinkage gaps show at resilient flooring joints.

#### PERFORMANCE STANDARD

Gaps should not exceed 1/16 inch (1.5mm) in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch (3mm) is permissible.

#### RESPONSIBILITY

A Builder will repair or replace, at Builder's option, the affected resilient flooring as required. A Builder will not be responsible for discontinued patterns or color variations of floor covering, or for problems caused by Purchaser neglect or abuse.





#### 11.6 POSSIBLE DEFICIENCY

Spots appearing in the flooring.

#### PERFORMANCE STANDARD

Such spots should not appear in the flooring under normal wear and tear.

#### RESPONSIBILITY

A Builder will repair or replace the affected areas, at Builder's option. A Builder will not be responsible for discontinued patterns or color variations of floor covering, or for problems caused by Purchaser neglect or abuse.

#### 12.0 PAINTING

##### 12.1 POSSIBLE DEFICIENCY

Exterior paint or stain peels, deteriorates or fades.

#### PERFORMANCE STANDARD

Exterior paints or stains should not fail during the first year. However, fading is normal and the degree is dependent on climatic conditions.

#### RESPONSIBILITY

If paint or stain is defective, a Builder will properly prepare and refinish affected areas matching color as close as possible. Where finish deterioration affects the majority of the wall area, the whole area will be refinished.

##### 12.2 POSSIBLE DEFICIENCY

Painting required as a consequential repair because of other work.

#### PERFORMANCE STANDARD

Repairs required under this Agreement shall be to refinish the entire affected wall or ceiling area. An exact match of texture and color of the repaired and refinished wall or ceiling surface with adjacent wall or ceiling surface cannot be guaranteed.

#### RESPONSIBILITY

A Builder will finish repair areas as indicated, wall surface textures; exact color cannot be guaranteed.



12.3 POSSIBLE DEFICIENCY

Deterioration of varnish or lacquer finishes.

PERFORMANCE STANDARD

Natural finishes on interior woodwork should not deteriorate during the first year of Purchaser ship. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by this Agreement.

RESPONSIBILITY

A Builder will retouch affected areas of natural finish interior woodwork, matching the color as closely as possible. There is no guarantee of exact match and a Builder's not liable for any variation in color.

12.4 POSSIBLE DEFICIENCY

Mildew or fungus on painted surfaces.

PERFORMANCE STANDARD

Mildew or fungus will form on a painted surface if the surface is subject to abnormal exposure (e.g. rainfall, ocean, lake, or river front).

RESPONSIBILITY

Mildew or fungus formation is a condition a Builder cannot control, unless it is a result of non-compliance with other sections of the Performance standards and as a result, only proven cases of said non-compliance will be considered under this Agreement.

12.5 POSSIBLE DEFICIENCY

Peeling of wall covering.

PERFORMANCE STANDARD

Peeling of wall covering should not occur.

RESPONSIBILITY

A Builder will repair or replace proven defective wall covering applications.

13.0 CARPETING

13.1 POSSIBLE DEFICIENCY

Open carpet seams.



PERFORMANCE STANDARD

Carpet seams will show. However, no visible gap is acceptable.

RESPONSIBILITY

A Builder will correct if gaps are visible.

13.2 POSSIBLE DEFICIENCY

Stretching of carpet.

PERFORMANCE STANDARD

Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly should not come up, become loose, or separate from its point of attachment.

RESPONSIBILITY

A Builder will restretch or resecure carpeting once during first year under this Agreement if needed and if original installation was performed by a Builder.

13.3 POSSIBLE DEFICIENCY

Spots on carpet, minor fading.

PERFORMANCE STANDARD

Exposure to light may cause spots on carpet and/or fading.

RESPONSIBILITY

This is the sole responsibility of a Purchaser. As a result, no action will be taken by a Builder.

14.0 LOUVERS AND VENTS

14.1 POSSIBLE DEFICIENCY

Inadequate ventilation of attics and crawl spaces.

PERFORMANCE STANDARD

Attic and crawl spaces should be ventilated as required by the requisite approved building code of the relevant jurisdiction.



#### RESPONSIBILITY

A Builder or Dealer (depending on contract agreement) shall provide for adequate ventilation. Should the crawlspace be a Purchaser's responsibility, a Builder will not take any action.

#### 15.0 FIREPLACES

##### 15.1 POSSIBLE DEFICIENCY

Fireplace or chimney does not draw properly.

#### PERFORMANCE STANDARD

A properly designed and constructed fireplace and chimney should function correctly. It is normal to expect that high winds can cause temporary negative drafts. Situations can also be caused by obstructions such as large branches of trees being too close to the chimney. Some Homes may need to have a window opened slightly to create an effective draft if they have been insulated and weatherproofed to meet high energy conservation criteria.

#### RESPONSIBILITY

A Builder will determine the cause of malfunction and correct if the problem is one of design or construction of the fireplace.

##### 15.2 POSSIBLE DEFICIENCY

Chimney separation from structure to which it is attached.

#### PERFORMANCE STANDARD

Newly built chimneys will often incur slight amounts of movement from the main structure. Movement shall not exceed 3/8 inch (9mm) in any 10 foot (305mm) vertical measurement.

#### RESPONSIBILITY

A Builder will determine the cause of movement and correct it, if the requisite standard is not met. Caulking is acceptable.

##### 15.3 POSSIBLE DEFICIENCY

Firebox paint changed by fire.



PERFORMANCE STANDARD

Heat from fires will alter finish.

RESPONSIBILITY

This is the sole responsibility of a Purchaser. As a result, no action will be taken by a Builder.

15.4 POSSIBLE DEFICIENCY

Cracked firebrick and mortar joints.

PERFORMANCE STANDARD

Heat and flames from a fire will cause cracking.

RESPONSIBILITY

This is the sole responsibility of a Purchaser. As a result, no action will be taken by a Builder.

16.0 CABINETS

16.1 POSSIBLE DEFICIENCY

Surface cracks, joint delamination and chips in high pressure laminates on vanity and kitchen cabinet countertops.

PERFORMANCE STANDARD

Countertops fabricated with high pressure laminate coverings should not delaminate.

RESPONSIBILITY

A Builder will repair or replace delaminated coverings to meet specified criteria, unless caused by misused or neglect on the part of a Purchaser. A Builder will not be responsible for chips and cracks noted following occupancy.

16.2 POSSIBLE DEFICIENCY

Kitchen cabinet malfunctions.

PERFORMANCE STANDARD

Warpage not to exceed 1/4 inch (6mm) as measured from face frame to point of furthestmost warpage with door or drawer front in closed position.



#### RESPONSIBILITY

A Builder will correct or replace doors or drawer fronts.

#### 16.3 POSSIBLE DEFICIENCY

Gaps between cabinets, ceiling or walls.

#### PERFORMANCE STANDARD

Acceptable tolerance is 1/4 inch (6mm) in width.

#### RESPONSIBILITY

A Builder will correct to meet performance standard.

#### 16.4 POSSIBLE DEFICIENCY

Color variation in cabinets.

#### PERFORMANCE STANDARD

Color variations in oak or other wood cabinets can happen as a result of age differences in the wood being used.

#### RESPONSIBILITY

This is the sole responsibility of a Purchaser. As a result, no action will be taken by a Builder.

#### 17.0 PLUMBING

#### 17.1 POSSIBLE DEFICIENCY

Plumbing pipes freeze, and/or burst.

#### PERFORMANCE STANDARD

Drain, waste and vent and water pipes shall be adequately protected to prevent freezing. Plumbing pipes should be installed on the interior side of wall, ceiling or overhang insulation.

#### RESPONSIBILITY

A Builder will correct situations not meeting this requirement. A Builder will not be responsible where freezing occurs during periods when a Home is unoccupied and where a Purchasers maintain inadequate interior heat. Water lines leading to the exterior must be drained by a Purchaser to prevent freezing. Proof of proper maintenance is required.



17.2 POSSIBLE DEFICIENCY

Facet or valve leak.

PERFORMANCE STANDARD

No valve or faucet shall leak due to defects in materials or workmanship.

RESPONSIBILITY

A Builder will correct the leaking faucet or valve as defined by a Builder's warranty.

17.3 POSSIBLE DEFICIENCY

Noisy water pipes.

PERFORMANCE STANDARD

There will be some noises emitting from the water pipe system, due to the flow of water.

RESPONSIBILITY

None.

17.4 POSSIBLE DEFICIENCY

Cracking or chipping of porcelain or fiberglass surfaces.

PERFORMANCE STANDARD

Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.

RESPONSIBILITY

A Builder will not be responsible for repairs where damage has been reported after occupancy.

17.5 POSSIBLE DEFICIENCY

Leakage from any piping.

PERFORMANCE STANDARD

No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage, and is not covered.



#### RESPONSIBILITY

A Builder will make repairs to eliminate leakage.

NOTE: All hookups and/or connections done on site if not performed by a Builder will not be covered under this warranty.

#### 17.6 POSSIBLE DEFICIENCY

Blocked sewers, fixtures and drains.

#### PERFORMANCE STANDARD

Sewers, fixtures and drains shall operate properly.

#### RESPONSIBILITY

This is the sole responsibility of a Purchaser. As a result, no action will be taken by a Builder.

#### 18.0 HEATING

#### 18.1 POSSIBLE DEFICIENCY

Inadequate Heating.

#### PERFORMANCE STANDARD

Heating system shall be capable of producing an inside temperature of 70 degree F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in the Supplement to the National Building Code of Canada Local energy codes shall supersede this standard where such codes have been locally adopted.

#### RESPONSIBILITY

A Builder will correct heating system to provide the required temperatures.

#### 18.2 POSSIBLE DEFICIENCY

Noisy ductwork.

#### PERFORMANCE STANDARD

When metal is heated it expands and when it is cooled, it contracts, the result is "licking" or "cracking" which is generally to be expected.





RESPONSIBILITY

This is the sole responsibility of a Purchaser. As a result, no action will be taken by a Builder.

18.3 POSSIBLE DEFICIENCY

Ductwork separates or becomes unattached.

PERFORMANCE STANDARD

Ductwork shall remain intact and securely fastened.

RESPONSIBILITY

a Builder will reattach and resecure all separated or unattached ductwork not directly or indirectly caused by a Purchaser.

19.0 ELECTRICAL

19.1 POSSIBLE DEFICIENCY

Circuit breakers (excluding Ground Fault Interrupters - GFI) kick out.

PERFORMANCE STANDARD

Circuit breakers shall not activate under normal usage.

RESPONSIBILITY

A Builder will check wiring circuits for conformity with local or approved national electrical requirements. A Builder will correct circuitry not conforming to requisite code specifications.

19.2 POSSIBLE DEFICIENCY

Drafts from electrical outlets.

PERFORMANCE STANDARD

Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new Home construction.

RESPONSIBILITY

This is the sole responsibility of a Purchaser. As a result, no action will be taken by a Builder.



19.3 POSSIBLE DEFICIENCY

Malfunction of electrical outlets switches and fixtures.

PERFORMANCE STANDARD

All switches, fixtures and outlets shall operate as intended.

RESPONSIBILITY

A Builder will repair or replace defective switches, fixtures and outlets.

19.4 POSSIBLE DEFICIENCY

Ground Fault interrupter (GFI) trips frequently.

PERFORMANCE STANDARD

Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

RESPONSIBILITY

A Builder shall install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.

19.5 POSSIBLE DEFICIENCY

Failure of wiring to carry its designated load.

PERFORMANCE STANDARD

Wiring should be capable of carrying the designed load for normal residential use.

RESPONSIBILITY

A Builder will check wiring for conformity with local or approved national electrical code requirements. A Builder will repair wiring not conforming to code specifications.

20.0 PATENT DEFECTS

20.1 POSSIBLE DEFICIENCY

Dents, tears, scratches, marks, chips, cuts, stains, breaks, ... in vinyl flooring, woodwork, walls, porcelain, mirrors,



plumbing fixtures, electrical fixtures, siding, soffit, fascia, doors, countertops or any other part of a Home.

PERFORMANCE STANDARD

Patent defects not objected to at time of possession and before occupancy are not warrantable.

RESPONSIBILITY

A Builder will repair such defects noted at time of occupancy. A Builder will not be responsible for such defects noted after Date of Possession.



## WARRANTY PERFORMANCE STANDARDS APPLICABLE DURING YEARS TWO THROUGH EXPIRY

### MAJOR STRUCTURAL DEFECTS

The criteria for establishing the existence of a Major Structural Defect is set forth in Section A paragraph 4(h) of this Agreement.

The Program Warrantor will correct the defective Major Structural Defect, limited to such actions as are necessary to restore the load-bearing capability of the component(s) to meet the criteria of a Major Structural Defect, and to correct those items of a Home, damaged by the Major Structural Defect.

### SECTION D: ENDORSEMENTS

*Failure to maintain any or all of the hereinafter set out conditions will result in an immediate finding of fault against a Purchaser and render null and void any potential claim under this Agreement.*

1. ACTIVE SOILS ENDORSEMENT. Purchaser Maintenance Responsibilities for Homes Constructed On Active Soils:

- a. Soils having high clay content can expand and contract when variations occur in the moisture content of the soils. Where seasonal moisture changes in the sub-surface soils are common, it is the responsibility of a Purchaser to provide proper ongoing maintenance. Although foundations are specifically designed for soil conditions in each area, conditions may be encountered that were not revealed by sub-surface exploration and testing.
- b. Additionally, improper Purchaser maintenance can adversely affect the performance and structural integrity of any foundation constructed on active soils and voids the warranty coverage. These post-construction practices are beyond the control of the design engineer and a Builder.

2. To minimize the probability of movement and displacement in the foundation caused by moisture content variations, the following post construction maintenance and requirements must be executed. Failure to do so by a Purchaser will void the warranty coverage provided by this Agreement.



3. A final grade certificate has been issued for the lot on which a Home is located. This confirms that the final grade, as established by a Builder, meets the warranty requirements. A Purchaser is responsible for maintaining such grades in accordance with the final grade certificate. The grade around the foundation shall be maintained by a Purchaser in such a manner that surface drainage is away from the foundation, and shall not permit water to pond or become trapped in localized areas against the foundation as this can cause variations in moisture content that can damage the foundation.

4. Watering shall be done in a uniform systematic manner as equally as possible on all sides of the foundation to deep the soil moist, NOT SATURATE. Areas of soil that do not have ground cover may require more moisture as they are most susceptible to evaporation, causing moisture content imbalance.

5. During extreme hot and dry periods, close observations should be made around the foundation to insure adequate watering is being provided, preventing soil from separating or pulling back from the foundation.

6. Gutters and downspouts shall be maintained to prevent injection of moisture into the soil from runoff in localized areas. Downspout extensions shall be maintained to discharge a minimum of five feet away from the foundation wall.

7. Studies show that trees planted within twenty (20) feet of the foundation can damage the structural integrity of the foundation. Trees planted in close proximity to the foundation can develop a root system which can penetrate beneath the foundation and draw moisture from the soil. Areas around trees will require more water in periods of extreme drought. If a Purchaser plants a tree closer than twenty (20) feet to the foundation, warranty coverage may be affected. Precautionary measures such as installation of a root shield or root injection system should be taken to maintain moisture equilibrium.

8. Placing flower gardens and beds or shrubs next to the foundation and watering these areas heavily will generally result in a net increase of the soil moisture content in that localized area of the foundation. A Purchaser must maintain balanced soil moisture content around the perimeter of the foundation.



## SECTION E: ADDENDUMS

### CONDOMINIUMS

#### LIMITATIONS

1. All common elements of the condominium shall be deemed to be owned by the condominium corporation.
2. If condominium units are part of the property of a condominium corporation the date of registration of the declaration and description shall be deemed the effective date of the Warranty. If it is a phased condominium corporation, whereby common elements are added to the corporation after the initial date of registration, the declaration registration and description shall take effect on the date of registration of the amendments to said declaration registration and description.
3. No warranties shall take effect on any of the common elements of a common elements condominium corporation or a vacant land condominium corporation.
4. An amalgamation of two or more condominium corporations does not affect or extend any warranties covered in this Agreement.
5. Water penetration is limited to the first year of coverage and will not fall within the major structural defects period of coverage.

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