# Construction Performance Guidelines for Atlantic Home Warranty Program

Fourth Edition

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**User Tip:** To facilitate the use of the *Guidelines*, hyperlinks have been included throughout this document. The following Table of Contents is linked to specific items/pages.

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## Acknowledgements

Many of the Guidelines in this document have been provided by Tarion Corporation and are being used with their permission. Differences between this document and the Construction Performance Guidelines of Tarion are due to regional differences related to construction and climate conditions.

## INTRODUCTION

This document provides measurable benchmarks to assist *homeowners* and *builders* with performance related issues arising from workmanship and material deficiencies in new residential construction.

## PURPOSE OF THIS DOCUMENT

The Construction Performance Guidelines (*Guidelines*) will be used by Atlantic Home Warranty Program (AHW) when determining whether or not a condition is covered by the warranty.

The purpose of the *Guidelines* is to provide advance information as to how AHW will decide disputes between *homeowners* and *builders* about defects in work or materials. The *Guidelines* provide objective and uniform criteria that set out the minimum performance required in the construction of new *homes* in Atlantic Canada. The *Guidelines* are intended to complement the National Building Code (NBC) as adopted and or revised in each Atlantic Province. In any case where a guideline is not consistent with a provision of the NBC, the NBC as adopted and or revised in each Atlantic Province in each Atlantic Province will prevail. The *Guidelines* are designed to be supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties.

The *Guidelines* are designed primarily for conventional low-rise, wood frame construction – the predominate method of residential construction in Atlantic Canada. Therefore, they may not be applicable in all respects for other types of construction or assemblies.

## SCOPE OF GUIDELINES

The *Guidelines* should be interpreted with common sense. They deal only with the most frequent and typical items of concern to *homeowners*. The *Guidelines* describe the minimum acceptable performance or condition that *homeowners* should expect and *builders* must meet to satisfy the requirements of AHW.

Construction is not an exact science and generally, the materials used have natural properties and faults that must be considered when applying the *Guidelines*.

For example:

- Colours of all materials will be as close to samples as possible, but may not be identical to samples due to variances among manufacturers or differences in the manufacturing process;
- Wood grains and colours may not necessarily match in all cases;
- Shrinkage of natural materials may result in squeaks and creaks.

Some items in this document refer to specific dimensions to determine what is acceptable. These dimensions are used to evaluate the identified conditions. If the variation is minor, AHW may consider whether the variation significantly affects the performance of the item in determining whether the particular guideline has been met.

AHW will make its decisions based on the edition of the *Guidelines* that is in effect at the time the conciliation, or claim inspection is conducted. The effective date is indicated on both the cover of the *Guidelines* and on the bottom of each page.

The *Guidelines* are intended to complement the NBC as adopted, which addresses structural integrity and health and safety matters. In the event where a guideline is in contradiction with the NBC as adopted, the NBC will prevail. When addressing NBC issues, it is necessary to consider the construction approval year of the *home* by the Municipality, Town or Region. The construction approval year will determine the applicable NBC requirements to your *home*.

The *Guidelines* are designed to be supplemented by any applicable documentation or standards produced by industry associations. They do not replace manufacturer warranties. Issues related to extended warranties must be resolved directly with the manufacturer or distributor.

## SCOPE OF WARRANTY RESPONSIBILITIES

Parties Involved:

Typically there may be a number of parties involved in a residential construction warranty issue in Atlantic Canada. The general responsibilities of the main parties are outlined below:

**The Homeowner:** Before signing an Agreement of Purchase and Sale or construction contract, the prospective *homeowner* should carefully review the document to ensure that it expressly includes all the features agreed upon or to be selected during construction. Before signing a contract, the *homeowner* should seek legal advice, particularly if any aspect of the contract is unclear. *Homeowners* also have certain pre- and post-possession responsibilities to fulfill in order to preserve and exercise their warranty rights.

**Builder:** The *builder* is responsible for honouring the first-year warranty set out in the Warranty Certificate. The *builder* may at times have to go back to the manufacturer to obtain a solution for a possible defect, which may delay the repair.

Atlantic Home Warranty: AHW makes decisions when *builders* and *homeowners* disagree about an item covered under the warranty. AHW also guarantees *builders'* warranty, and provides extended *Major Structural Defect* coverage for years two through seven (or ten, if applicable) after a *home's Date of Possession*.

## WARRANTY COVERAGE

Warranty coverage is set out in the Warranty Certificate and takes effect from the *Date of Possession* shown on the Certificate of Possession. It remains in effect even if the *home* is sold or otherwise transferred before the end of the warranty period.

There are two types of warranty coverage, including:

#### The First-Year Warranty

The *builder* agrees to *repair* defects in workmanship in the *home* and to *repair* or replace defective materials or appliances in the *home* supplied by the *builder* which are apparent within one year after the *Date of Possession*.

*Builders* should provide *homeowners* with all warranties provided by manufacturers, suppliers and subcontractors that may extend beyond the first year. *Homeowners* must make claims on these extended warranties directly to the manufacturer or distributor.

## Major Structural Defect Coverage

In addition to the *builder's* first-year warranty AHW provides coverage for *Major Structural Defects* in years two through seven (or ten if applicable).

## CONDITIONS NOT COVERED UNDER WARRANTY

Like any contract, the Limited Warranty Certificate contains exclusions related to defects in workmanship or materials in the *home*. These exclusions are listed in the Limited Warranty Certificate that is issued for each individual *home*. *Homeowners* should review their Limited Warranty Certificate to note what is not covered by the warranty. If you wish a copy of the Limited Warranty Certificate applicable with your *home*, contact AHW for a copy.

## HOW TO USE THIS DOCUMENT

The *Guidelines* are divided into articles based on construction sequence. The information is organized according to types of conditions, and in each case, the following is described:

**Condition:** A brief description of the identified situation.

What is acceptable: The acceptable performance standard of the condition.

Which warranty applies: The warranty that applies and any exclusions.

**Required action:** A description of the action that the *builder* or *homeowner* must take to rectify the identified condition.

**Remarks:** Information to help users understand and solve the problem.

See also: Other items in this document that may be similar to the condition and/or provide further information related to the condition.

#### MEASUREMENTS

Measurements are provided in imperial units. Metric Measurements are provided in brackets for convenience. Where conversion is not exact, the imperial measurement should be used.

## TERMINOLOGY

## Builder

Means the Registered Builder Member of AHW named on the Limited Warranty Certificate.

#### Building Envelope

The wall and roof assemblies that contain the building space, and include all those elements of the assembly that contribute to the separation of the outdoor and indoor environments so that the indoor environment can be controlled within acceptable limits.

## Contract

The Agreement of Purchase and Sale between the *builder* and *homeowner*, or the construction contract between the *builder* and *homeowner* who owns the land.

## Date of Possession

The Date of Possession shown on your Certificate of Possession.

#### **Delivery and Distribution Systems**

Include all wires, conduits, pipes, junctions, switches, receptacles and seals, but does not include appliances (except furnaces), fittings and fixtures.

#### **Exterior Cladding**

All exterior wall coverings, including siding and above-grade masonry (for example, concrete, bricks, or stone) as required and detailed in the relevant sections of the NBC under which the building permit was issued.

#### Home

Home means the building only located at the address set forth on your Limited Warranty Certificate built solely for use as a permanent residence. *Home* does not include detached garages or detached carports, driveways, pavement or other exterior surface materials, curbs, sidewalks, fences, ancillary buildings, landscaping, light posts, swimming pools, shrubbery, flowers, plants, trees, patios, retaining walls, service lines including communication cables, wells or septic systems.

## Homeowner

Means the person(s) named in the Limited Warranty Certificate as *Homeowner*, and person(s) who become registered owners of the *home* during the term of this Limited Warranty.

## Major Structural Defect

Means a defect in work or materials that has resulted in a failure of a Load-Bearing Component of the *home*, which has substantially impaired its load-bearing function and has caused actual physical damage which has significantly affected the use of the *home* for residential purposes.

The term Major Structural Defect excludes defects in decks, driveways, basement and garage floors, patios, sidewalks, retaining walls, and in concrete which is not a Load-Bearing Component.

## Normal

Typical, usual, ordinary or reasonably expected.

## **Properly painted surface**

Uniform in appearance, colour and sheen, free of foreign material, lumps, skins, runs, sags, insufficient coverage, drips, spatter, spills and over spray.

## Repair

Activity to be undertaken by the *builder* as referred to under *Action* for conditions included in the *Guidelines*. The method of *repair* may involve restoration, alteration, or partial or full replacement of materials or equipment. The *builder* must choose a *repair* method that will satisfy the acceptable performance/condition specified in the applicable guideline.

Generally, where *repairs* are necessary, colour and/or texture may not match exactly the surrounding original material.

## Smooth

An even surface that is free from bumps, projections, foreign material, etc.

## Vendor

The person or entity who sells on its own behalf a home not previously occupied to a homeowner.

## Visible

Easily seen when viewed from a position that is *normal* to the use of the room or area - e.g., hallway - standing position; living room - standing or sitting.

## 1. FOUNDATION/BASEMENT

1.1

## CONDITION

EFFLORESCENCE IS PRESENT ON CONCRETE OR MASONRY FOUNDATION SURFACES

## **Acceptable Performance/Condition**

Efflorescence may occur on concrete and masonry surfaces.

## Warranty

None.

## Action

The builder is not required to take any action.

#### Remarks

Efflorescence is the formation of a typically white crystalline deposit on the surface of concrete or masonry foundation surfaces when moisture evaporates from the surface. It is an indication that moisture is moving through the material to the surface, which is a *Normal* condition. Efflorescence can be removed using a stiff bristle brush and water.

#### See also

4.17 EFFLORESCENCE (TYPICALLY A WHITE POWDERY FILM) IS PRESENT ON MASONRY EXTERIOR FINISHES

## 1.2

## CONDITION

INTERIOR CONCRETE SURFACES ARE POWDERY

## Acceptable Performance/Condition

Concrete surfaces shall be sufficiently hard to prevent powdering which results in exposure of the aggregate.

## Warranty

First-Year - Work and Materials

• Surface deterioration due to owner-applied substances is excluded from the warranty.

## Action

Where powdering occurs exposing the aggregate the concrete surface shall be *repaired* to provide a hardened surface.

## Remarks

Some dusting of the concrete surface may *normally* occur; however, where the aggregate becomes exposed the condition is considered excessive. The colour and texture of a *repaired* area may not match the surrounding concrete.

#### See also

n/a

## CONDITION

CONCRETE SURFACE IS FLAKING OFF OR "SCALING"

## Acceptable Performance/Condition

Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed under *normal* conditions of weathering and use.

## Warranty

First-Year. Work and Materials

• Surface deterioration due to owner-applied substances, improper maintenance, or normal wear and tear is excluded from the warranty.

## Action

Where defective installation or product is determined, the concrete surface shall be repaired.

## Remarks

Scaling of exterior concrete surfaces including concrete porches, garage floor slabs, steps (including precast), etc, most often results from salts and de-icers being applied to the concrete surface, e.g. either intentionally for ice melting or unintentionally from road slush deposits.

Cleaning salt deposits off concrete surfaces is *normal* home maintenance. Where *repairs* are necessary, colour and/or texture may not match the surrounding concrete.

## See also

n/a

1.4

## CONDITION

CONCRETE BASEMENT FLOOR IS CRACKED

## Acceptable Performance/Condition

Cracks resulting from *normal* shrinkage are acceptable; however, cracks in excess of 1/8 inch (3 mm) in width are not acceptable.

## Warranty

First-Year - Work and Materials

• Cracks resulting from *normal* shrinkage of materials caused by drying after construction are excluded from the warranty.

## Action

Cracks in excess of the acceptable condition shall be repaired.

## Remarks

Generally, concrete floor slabs are not structural. Concrete floors naturally crack during curing due to shrinkage. Actual crack widths shall be determined using a wire feeler gauge\* inserted inside the crack. Since the concrete floor slabs do not have to carry the load of the building, shrinkage cracks are generally considered aesthetic. Where vertical or lateral movement is evident, further investigation may be required. Where *repairs* are necessary, colour and/or texture will not match the surrounding concrete.

## See also

14.2 CONCRETE GARAGE FLOOR IS CRACKED.

## Notes

\* Because it is of a manufactured, set size, an Allen Wrench/Key may be used as a wire feeler gauge.

## CONDITION

CONCRETE FLOOR SLAB-ON-GROUND HAS SETTLED IN A FINISHED AREA

## **Acceptable Performance/Condition**

At the perimeter of rooms, concrete floor slabs shall not settle more than 1/4 inch (6 mm) from their original position.

## Warranty

First-Year - Work and Materials

## Action

Slabs that settle more than the acceptable condition shall be repaired.

## Remarks

None.

## See also

1.14 CONCRETE FLOOR WITHOUT BUILDER APPLIED FINISHED FLOORING IN BASEMENT IS UNEVEN.

## 1.6

## CONDITION

NO REINFORCEMENT IN BASEMENT CONCRETE SLAB

## **Acceptable Performance/Condition**

Unless the slab is specifically intended and designed to be a structural slab, reinforcing or mesh is not required.

## Warranty

First-Year - Work and Materials

## Action

Where a structural slab is not reinforced as required by the design, *repairs* shall be made; otherwise no action is required.

## Remarks

Reinforcing of concrete slabs is not usually necessary unless unusual design or construction conditions are encountered.

## See also

14.3 NO REINFORCEMENT IN GARAGE SLAB.

## CONDITION

CONCRETE BLOCK FOUNDATION WALL IS CRACKED

## **Acceptable Performance/Condition**

Cracks resulting from *normal* shrinkage are acceptable; cracks in excess of 1/8 inch (3mm) in width are not acceptable.

## Warranty

First-Year - Work and Materials

• Cracks resulting from *normal* shrinkage of materials caused by drying after construction are excluded from the warranty.

## Action

Cracks in excess of the acceptable condition shall be repaired.

## Remarks

Where crack width exceeds the acceptable condition, or where lateral or vertical movement is evident, further investigation may be required. The colour and texture of a *repaired* area may not match the surrounding concrete.

## See also

1.13 FOUNDATION WALL LEAKS 1.10 CAST-IN-PLACE CONCRETE FOUNDATION WALL IS CRACKED

1.8

## CONDITION

PARGING (NOT BRUSH COATING) IS FALLING OFF ABOVE GRADE

## **Acceptable Performance/Condition**

Hairline cracks are *normal* in parged surfaces; parging that is separating from the concrete block base is not acceptable.

## Warranty

First-Year - Work and Materials

• Cracks resulting from *normal* shrinkage of materials due to *normal* drying after construction are not covered by the warranty.

## Action

Parging not meeting the acceptable condition shall be repaired.

## Remarks

The NBC only requires parging (a cement-based layer) on concrete block foundation walls below grade. Brush coating, however, is only a cosmetic application over poured concrete foundation walls and is not covered by the warranty.

Slight variation in the colour or texture of *repaired* areas is acceptable.

# See also

n/a

## CONDITION

EXPOSED CAST-IN-PLACE CONCRETE FOUNDATION WALL HAS HOLES IN THE SURFACE

## Acceptable Performance/Condition

The exterior portion of foundation walls exposed to view above grade shall have no holes (including "honeycombing") larger than (2 inch) 50 mm in diameter or (1 inch) 25 mm deep.

## Warranty

First-Year - Work and Materials

## Action

Walls with holes exceeding the acceptable condition shall be repaired.

## Remarks

It is impossible to completely eliminate all surface voids. At the *builder's* discretion a brush coat may be applied. The colour and texture of a *repaired* area may not match the surrounding concrete.

## See also

n/a

## 1.10

## CONDITION

CAST-IN-PLACE CONCRETE FOUNDATION WALL IS CRACKED

## **Acceptable Performance/Condition**

Cracks resulting from *normal* shrinkage are acceptable; cracks in excess of 1/8 inch (3 mm) in width are not acceptable.

## Warranty

First-Year - Work and Materials

• Cracks resulting from *normal* shrinkage of materials caused by drying after possession are excluded from the warranty.

## Action

Walls with cracks exceeding the acceptable condition shall be repaired.

## Remarks

Concrete walls naturally crack during curing due to shrinkage. Where lateral or vertical movement is evident, further investigation may be required.

The colour and texture of a *repaired* area may not match the surrounding concrete.

## See also

**1.7 CONCRETE BLOCK FOUNDATION WALL IS CRACKED** 

CONDITION CONDENSATION IN CRAWL SPACE

## Acceptable Performance/Condition

Condensation shall not accumulate on crawl space interior surfaces.

## Warranty

## First-Year - Work and Materials

• Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is excluded from the warranty.

## Action

None.

## Remarks

Crawl spaces shall be ventilated in accordance with the NBC. Crawl space ventilation requires careful management by the *homeowner* to maintain acceptable moisture levels.

Typical temporary conditions that may contribute to condensation are:

a) at night in unheated crawl spaces, air entering the crawl space gradually cools the interior surfaces of the space. When outdoor temperatures rise the next day moisture picked up by the warm air is carried into the crawl space and condenses on the cool surfaces.

b) at night in heated crawl spaces, outside air may rapidly cool foundation walls and provide a cool surface on which moisture in the crawl space can condense.

c) if the house is left unheated in the winter, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space may condense.

d) stored materials obstruct ventilation airflow.

These conditions may not be covered under the warranty.

## See also

n/a

## CONDITION

BASEMENT WALL OR FLOOR IS DAMP

## **Acceptable Performance/Condition**

Dampness on wall or floor surfaces caused by capillary transport or condensation of water vapour may occur.

Only actual water penetration through an opening in the wall or floor may be covered by the warranty.

## Warranty

None.

• Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is excluded from the warranty.

## Action

No action by the *builder* is required.

## Remarks

Condensation can occur during peak seasonal weather patterns. The *homeowner* should immediately reduce the moisture levels to prevent harm to property. Dampness can be reduced by using a dehumidifier or by increasing the amount of ventilation to the area.

## See also

**1.13 FOUNDATION WALL LEAKS** 

1.13

CONDITION FOUNDATION WALL LEAKS

## **Acceptable Performance/Condition**

Foundation walls shall allow no water penetration.

## Warranty

First-Year – Work and Material

• Water leakage resulting from improper maintenance, exterior grade alterations made by the *homeowner*, an act of God or failure of municipal services or other utilities is excluded from the warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the warranty.

## Action

Water penetration through the basement wall or foundation wall shall be repaired.

## Remarks

Only actual water penetration through the foundation wall is warranted; dampness caused by condensation or other causes is not considered to be water penetration and is not covered by the warranty. The *homeowner* must take immediate steps to prevent damage to their property and report any losses to their *home* insurance provider.

See Appendix A4 "How to Conduct a Water Test" for more information.

## See also

1.7 CONCRETE BLOCK FOUNDATION WALL IS CRACKED 1.10 CAST-IN-PLACE CONCRETE FOUNDATION WALL IS CRACKED 1.12 BASEMENT WALL OR FLOOR IS DAMP

## CONDITION

CONCRETE FLOOR WITHOUT BUILDER APPLIED FINISHED FLOORING IN BASEMENT IS UNEVEN.

## **Acceptable Performance/Condition**

Concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 3/8 inch (10mm) in 48 inches (1200mm).

## Warranty

First-Year- Work and Materials

## Action

Uneven floors exceeding the acceptable condition shall be repaired.

## Remarks

*Repairs* may include grinding or applying a topping. The colour and textile of a *repaired* area may not match the surrounding concrete.

## 1.15

CONDITION RADON GAS HAS BEEN DETECTED IN THE HOME

## **Acceptable Performance/Condition**

Radon is a naturally occurring soil gas that may enter the home if it is present in immediate area.

Warranty

None

# Action

None

## Remarks

Radon is naturally occurring radioactive soil gas found in soil, rock or water. Radon can move from the soil, water or rock into a home and can accumulate in enclosed spaces usually basements or crawl spaces. The radon level in a home can only be determined after occupancy and cannot be predicted prior to occupancy.

The NBC specifies construction requirements intended to reduce the ingress of soil gas into the basement or crawl space. These requirements may not prevent an elevated level of radon. Where radon concentration is above acceptable limits it is the homeowner's responsibility to take appropriate steps to reduce the level.

## See also

Government of Canada Radon Guideline on the Health Canada website.

# 2. FLOOR FRAMING

## 2.1

## CONDITION

WOOD JOIST, BEAM OR POST IS SPLIT, CHECKED OR CUPPED

## **Acceptable Performance/Condition**

Load-bearing wood framing members that have splits and checks due to *normal* drying are acceptable if the beams and posts have been sized according to the NBC and no structural deficiency exists. Where wood beams or posts are also intended to be decorative, splits and checks resulting from *normal* shrinkage are acceptable.

## Warranty

First-Year - Work and Materials

• Splits and checks resulting from *normal* shrinkage caused by drying after possession are excluded from the warranty.

## Action

Splits and checks not meeting the acceptable performance shall be repaired.

## Remarks

Wood beams and posts are timbers that are solid-sawn and at least 51/2" (140 mm) in their smallest dimension. Some characteristics of drying wood, such as splitting and checking, are beyond the control of the *builder* and cannot be prevented. Splitting and checking may be an aesthetic issue rather than a structural problem.

## See also

14.18 TWISTING OF OPEN-END BEAMS

## 2.2

## CONDITION

FLOOR FRAMING DAMAGED BY WEATHER DURING CONSTRUCTION

## **Acceptable Performance/Condition**

Joists and subfloor shall be free from damage, caused by weathering that does not provide a suitable base for finished flooring.

## Warranty

First-Year- Work and Materials

## Action

Joists and subfloors damaged by weathering to the extent that they cannot carry the anticipated loads or are made unsuitable for finished flooring shall be repaired.

## Remarks

Materials that can be significantly damaged by weather should be protected during storage and construction. Oriented strand board and plywood require more protection than solid-sawn lumber. A change in colour alone does not indicate a warrantable condition.

See also n/a

Π, α

CONDITION

LOOSE SUBFLOOR

## Acceptable Performance/Condition

Subfloors shall not become loose and no movement (other than acceptable deflection) shall be felt underfeet under normal loading conditions. Subfloors shall be fastened in accordance with the NBC.

## Warranty

First-Year - Work and Materials

• Normal shrinkage of materials caused by drying after construction is excluded from the warranty.

## Action

Where unacceptable movement of the subfloor is confirmed, *repairs* shall be made.

## Remarks

Delamination of plywood subfloors is considered a warranted defect in material.

## See also

2.6 SPRINGNESS, BOUNCE, VISIBLE SAG WHEN LOADED, OR SHAKING IS OBSERVED IN THE FLOOR

## 2.4

## CONDITION

FLOOR SQUEAKS

## **Acceptable Performance/Condition**

Some squeaking resulting from normal shrinkage of materials after construction is acceptable however; floors shall be reasonably free from squeaks caused by movement in the floor system connections under normal seasonal indoor humidity and loading conditions.

## Warranty

First-Year - Work and Materials

• Squeaks resulting from *normal* shrinkage of materials caused by drying after possession are excluded from the warranty.

## Action

Loose connections causing floor squeaks shall be repaired.

## Remarks

Extended low-humidity indoor environments can cause excessive shrinkage in the wood resulting in loose floor connections. Excessive high-humidity indoor environment can cause expansion in the wood resulting in pressure-related floor squeaks. The homeowner must maintain indoor humidity levels to prevent excessive drying or expansion of materials. A permanent squeak-free floor may not be attainable.

## See also

2.3 LOOSE SUBFLOOR Appendix A1 – Moisture in Wood and Laminate Floors

## CONDITION

FINISHED FLOOR ABOVE GRADE IS OUT OF LEVEL

## Acceptable Performance/Condition

Within a room, floors shall appear level when viewed from a *normal* viewing position. Where a floor framed with dimensional lumber appears sloped, a maximum tolerance ratio of 1 inch (25 mm) in 12 feet (3.6 m) applies, when measured between the opposite walls or defined limits of the room or area.

## Warranty

First-Year - Work and Materials

• Minor slope variance caused by *normal* shrinkage of materials due to drying after construction is excluded from the warranty.

## Action

Floors in rooms sloped greater than the acceptable performance shall be *repaired*.

## Remarks

This item refers to the entire floor surface in rooms. (For visible ridges or depressions in floor see item <u>12.2</u> <u>"Finished Floor is Uneven"</u>). Floors are framed taking into account minor sloped variations caused by required camber in the long-spanned joists supporting the floors. This condition is normal. In open concept rooms or areas, it is not always possible to measure to an opposite wall in the room or space. In this instance, the measurement should be taken to the edge of the visually defined space. For uneven areas in floors see section 12.2 "Finished Floor is Uneven".

## See also

N/A

2.6

## CONDITION

SPRINGINESS, BOUNCE, VISIBLE SAG WHEN LOADED, OR SHAKING IS OBSERVED IN THE FLOOR

## **Acceptable Performance/Condition**

These conditions are acceptable when all structural members including beams and joists are sized, installed and fastened in accordance with the NBC.

## Warranty

First-Year - Work and Materials

## Action

Floors not meeting the performance condition shall be repaired.

## Remarks

Long-spanned floor joists will *normally* move more than short-spanned joists under design loads. The conditions can be assessed by determining the performance under loading conditions; measuring the length of the structural member and dividing by 360 will give the maximum deflection allowed.

## See also

2.3 LOOSE SUBFLOOR

## CONDITION

STRUCTURAL COLUMN IN UNFINISHED BASEMENT IS OUT OF PLUMB

## Acceptable Performance/Condition

Structural columns (wood, masonry, concrete or steel) in an unfinished basement shall not be out of plumb more than <sup>3</sup>/<sub>4</sub> inch (19mm) in 8 feet (2.4m).

## Warranty

First-Year – Work and Materials

## Action

Structural columns out of plumb more than the acceptable condition shall be repaired.

## Remarks

None

## 3. WALL FRAMING

## 3.1

CONDITION WALL IS OUT OF PLUMB

# Acceptable Performance/Condition

Where the condition is *visible* from a *normal* viewing position, walls shall not be out of plumb more than  $\frac{3}{4}$  inch (19mm) in 8 feet (2,4 m) vertical measurement.

## Warranty

First-Year - Work and Materials

## Action

Walls not meeting the acceptable condition shall be repaired.

## Remarks

It is reasonable to expect minor variation from plumb. Fitment of furnishings is not considered to be the test for plumb.

## See also

3.2 WALL IS BOWED 9.3 GYPSUM WALLBOARD CORNERS ARE UNEVEN

## 3.2

CONDITION WALL IS BOWED

## Acceptable Performance/Condition

On the interior of a *home*, where bowed framing causes local distortion, the variation shall not be more than ¼ inch (6 mm) out of line within any 32 inch (813 mm) horizontal or vertical measurement.

## Warranty

First-Year - Work and Materials

• Distortion due to shrinkage caused by normal drying after construction is not covered by the warranty.

## Action

Bows exceeding the acceptable condition shall be repaired.

## Remarks

It is reasonable to expect walls to have variances in their finished surface. Varying light conditions can exaggerate minor variations in appearance.

## See also

3.1 WALL IS OUT OF PLUMB 9.3 GYPSUM WALLBOARD CORNERS ARE UNEVEN

CONDITION MALFUNCTION OF WINDOWS

## Acceptable Performance/Condition

Windows shall be installed to operate with reasonable ease.

## Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance, or alterations, deletions or additions made by the *homeowner* is not covered by the warranty.

## Action

Windows not meeting the acceptable performance shall be repaired.

#### Remarks

Confirm proper operation of windows at the Date of Possession and record any malfunction to avoid any dispute about whether the damage was caused by the *builder*. Window operation varies with different window designs. Windows require regular maintenance for optimum performance.

#### See also

n/a

## 3.4

CONDITION WINDOW GLASS AND/OR SCREEN IS DAMAGED

## **Acceptable Performance/Condition**

Window glass and screens shall be free from damage at the Date of Possession.

Warranty None

Action None

## Remarks None

See also <u>3.5 GLASS IS SCRATCHED</u> <u>3.6 GLASS IS CRACKED</u> <u>3.8 CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) GLASS UNIT</u> <u>8.5 CONDENSATION AND/OR FROST ON WINDOWS</u>

CONDITION GLASS IS SCRATCHED

## Acceptable Performance/Condition

Glass surfaces shall not have scratches visible from a distance of 5 feet (1.5m) at the Date of Possession.

Warranty None

Action None

Remarks None

#### See also

3.4 WINDOW GLASS AND/OR SCREEN IS DAMAGED 3.6 GLASS IS CRACKED 3.8 CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) UNITS 8.5 CONDESATION AND/OR FROST ON WINDOWS

## 3.6

## CONDITION

GLASS IS CRACKED

## Acceptable Performance/Condition

Windows shall be installed so that the glass does not crack due to unusual stress caused by movement or settlement of the building frame.

## Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear is not covered by the warranty.

## Action

Windows with glass showing stress cracks shall be repaired.

## Remarks

Stress cracks occur across corners of glass as a result of pressure being applied to the edge of the glass. If there is evidence of an impact, and the condition was not recorded at the Date of Possession, it will be difficult to establish that the damage was caused by the *builder*.

#### See also

3.4 WINDOW GLASS AND/OR SCREEN IS DAMAGED 3.5 GLASS IS SCRATCHED 3.8 CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) UNITS 8.5 CONDESATION AND/OR FROST ON WINDOWS

## CONDITION

WINDOW OR DOOR UNIT LEAKS DURING RAIN

## Acceptable Performance/Condition

Windows or doors, when properly closed, shall not allow water penetration under conditions for which they were designed.

# Warranty

First-Year - Work and Materials

• Damage caused by improper maintenance or an act of God is excluded from the warranty.

## Action

Defective windows or doors that leak shall be repaired or replaced.

## Remarks

The *homeowner* must ensure operable windows are properly closed, weatherstripping and caulking is maintained and drain ports are not obstructed.

The window or door manufacturer may provide extended warranty coverage.

## See Appendix A4 "How to Conduct a Water Test" for more information.

#### See also

3.8 CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) GLASS UNIT 4.19 WATER LEAKAGE AT DOORS OR WINDOWS OR AT THE TOP OF THE FOUNDATION 8.5 CONDENSATION AND/OR FROST ON WINDOWS Appendix A4 "How to Conduct a Water Test"

## 3.8

## CONDITION

CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) GLASS UNIT

## **Acceptable Performance/Condition**

Insulating glass units shall be free from condensation between the panes.

## Warranty

First-Year - Work and Materials

## Action

Insulating glass units with condensation between the panes shall be replaced.

## Remarks

Condensation between panes indicates the airtight seal around the edge of the glass is broken. An extended warranty may be available through the window manufacturer.

## See also

3.7 WINDOW UNIT LEAKS DURING RAIN 8.5 CONDENSATION AND/OR FROST ON WINDOWS

CONDITION EXTERIOR DOOR IS WARPED

## **Acceptable Performance/Condition**

Doors shall not warp to the extent that they become inoperable or cease to be weather resistant. Doors between a *home* and an attached garage must be maintained to be gas-proof.

## Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance or alterations, deletions or additions made by the *homeowner* is not covered by the warranty.

## Action

Doors not meeting the acceptable performance shall be replaced.

## Remarks

Confirm proper operation of exterior doors at the Date of Possession and record any malfunction at the Date of Possession to avoid any dispute about whether the damage was caused by the builder. Exterior doors can warp to some degree due to temperature differential between inside and outside surfaces. Garage doors between the garage space and the outdoors are not required to be weatherstripped.

## See also

3.12 EXTERIOR DOOR STICKS 3.13 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY 3.14 PLASTIC MOULDING ON EXTERIOR DOOR IS DEFORMED 3.16 EXTERIOR DOOR IS CROOKED IN THE FRAME

## 3.10

## CONDITION

SHRINKAGE OF INSERTED PANELS SHOWS RAW WOOD EDGES ON EXTERIOR WOOD DOORS

## Acceptable Performance/Condition

Wooden panels will shrink and expand because of temperature and/or humidity changes, and may expose unpainted surfaces; this is acceptable. However, gaps between the edge of an inserted panel and the rest of the door caused by shrinkage are not *normal* and not acceptable.

## Warranty

First-Year - Work and Materials

• Normal shrinkage of materials caused by drying after construction is not covered by the warranty.

## Action

Doors not meeting the acceptable condition shall be repaired.

# Remarks

None.

# See also

n/a

## CONDITION

CRACKS AND SPLITS IN EXTERIOR WOOD DOORS

## **Acceptable Performance/Condition**

Cracks penetrating through the door are not acceptable.

## Warranty

First-Year - Work and Materials

## Action

Doors not meeting the acceptable condition shall be repaired.

Remarks

None.

## See also

n/a

# 3.12

CONDITION EXTERIOR DOOR STICKS

## Acceptable Performance/Condition

Exterior doors and their hardware shall be installed to operate with minimal binding taking into account the weatherstripping seal and seasonal periods of high humidity.

## Warranty

First-Year - Work and Materials

• Alterations, deletions and additions made by the *homeowner* are not covered by the warranty.

## Action

Doors and hardware not meeting the acceptable performance shall be repaired.

## Remarks

Confirm proper operation of exterior doors at the Date of Possession and record any malfunction at the Date of Possession to avoid any dispute about whether the damage was caused by the builder. Exterior doors can warp to some degree due to temperature differential between inside and outside surfaces.

## See also

3.9 EXTERIOR DOOR IS WARPED 3.13 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY 3.16 EXTERIOR DOOR IS CROOKED IN THE FRAME

## CONDITION

EXTERIOR DOOR WILL NOT CLOSE COMPLETELY

## Acceptable Performance/Condition

Exterior doors shall close completely and latch securely.

## Warranty

First-Year - Work and Materials

## Action

Doors not meeting the acceptable performance shall be repaired.

#### Remarks

Confirm proper operation of exterior doors at the Date of Possession and record any malfunction at the Date of Possession to avoid any dispute about whether the damage was caused by the builder. Slight pressure may be required during latching to compress the weatherstripping. Exterior doors can warp to some degree because of the difference in the temperature between inside and outside surfaces.

#### See also

3.9 EXTERIOR DOOR IS WARPED 3.12 EXTERIOR DOOR STICKS 3.16 EXTERIOR DOOR IS CROOKED IN THE FRAME

## 3.14

## CONDITION

PLASTIC MOULDING ON EXTERIOR DOOR IS DEFORMED

## Acceptable Performance/Condition

The plastic mouldings on exterior doors shall not deform when the door is installed in accordance with the manufacturer's installation instructions.

## Warranty

First-Year - Work and Materials

• Damage caused by improper maintenance or material, design or work supplied by the *homeowner* is not covered by the warranty.

## Action

Exterior doors not meeting the acceptable condition shall be repaired.

## Remarks

Generally, exterior door manufacturers indicate storm doors are not to be installed over metal exterior doors. Heat buildup between a storm door and the exterior door can increase significantly, damaging any heatsusceptible parts such as plastic mouldings around a window insert or decorative surface-applied mouldings. The *homeowner* is also cautioned to follow manufacturer's recommendations on maintenance and painting the mouldings a dark colour, with or without the use of a storm door; dark-coloured moulding is likely to deform and should be avoided.

## See also

n/a

## CONDITION

EXTERIOR DOOR SWINGS OPEN OR CLOSED BY ITSELF

## **Acceptable Performance/Condition**

Exterior doors shall be installed sufficiently plumb and square so they do not swing by themselves due to the force of gravity alone

## Warranty

First-Year - Work and Materials

• Alterations, deletions or additions by the homeowner are not covered by the warranty.

## Action

Exterior doors not meeting the acceptable performance shall be repaired.

## Remarks

Confirm proper operation of exterior doors at the Date of Possession and record any malfunction at the Date of Possession to avoid any dispute about whether the damage was caused by the builder. Doors will swing open or closed by the force of gravity if the hinges are not aligned plumb.

## See also

3.9 EXTERIOR DOOR IS WARPED 3.16 EXTERIOR DOOR IS CROOKED IN THE FRAME

## 3.16

## CONDITION

EXTERIOR DOOR IS CROOKED IN THE FRAME

## **Acceptable Performance/Condition**

Exterior doors must have a proper weather seal when closed. The weatherstripping must contact the perimeter of the door.

## Warranty

First-Year - Work and Materials

• Damage resulting from normal wear and tear or improper maintenance is not covered by the warranty.

## Action

Exterior doors not meeting the acceptable condition shall be repaired.

## Remarks

Confirm proper operation of exterior doors at the Date of Possession and record any malfunction at the Date of Possession to avoid any dispute about whether the damage was caused by the builder. Variance in the width of the gap between the door and the frame is acceptable unless the proper operation of the door is affected.

## See also

3.9 EXTERIOR DOOR IS WARPED 3.12 EXTERIOR DOOR STICKS 3.13 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY

## CONDITION

EXTERIOR DOOR HARDWARE OR DECORATIVE METAL TRIM HAS DISCOLOURED

#### **Acceptable Performance/Condition**

Finishes on door hardware and fixtures may discolour.

#### Warranty

None.

## Action

No action by the *builder* is required.

#### Remarks

Some hardware may have a coating to inhibit discolouration. Maintaining protective coatings or removing discolouration is part of effective home maintenance. Oxidation and environmental pollutants can accelerate discolouration.

#### See also

n/a

## 3.18

## CONDITION

SLIDING DOOR SCREEN WILL NOT STAY ON TRACK OR SLIDING DOOR DOES NOT ROLL SMOOTHLY

## Acceptable Performance/Condition

Sliding doors and their screens shall move freely on their tracks and latch securely.

## Warranty

First-Year - Work and Materials

Damage resulting from normal wear and tear or improper maintenance is not covered by the warranty.

## Action

Sliding doors and their screens not meeting the acceptable condition shall be repaired.

## Remarks

*Normal* home maintenance for sliding doors and screens may involve adjustment from time to time and the tracks and hardware may need to be cleaned and lubricated. Confirm proper operation of exterior doors at the Date of Possession and record any malfunction at the Date of Possession to avoid any dispute about whether the damage was caused by the builder.

## See also

3.12 EXTERIOR DOOR STICKS 3.13 EXTERIOR DOOR WILL NOT CLOSE COMPLETELY 3.16 EXTERIOR DOOR IS CROOKED IN THE FRAME

# 4. EXTERIOR FINISHING

## 4.1

## CONDITION

WOOD OR HARDBOARD OR PANEL-TYPE SIDING IS BOWED OR WAVY

## Acceptable Performance/Condition

Siding shall be installed to accommodate thermal movement and anticipated shrinkage of the structure to which it is attached. Siding shall be free from bows and waviness when installed in accordance with the manufacturer's specifications. Where local distortion is caused by bowed framing, the deviation of the bow shall not exceed ½ inch (12.7 mm) in any 32 inches (813 mm).

## Warranty

First-Year – Work and Material

• Defects in materials, work or design supplied by the *homeowner* or damage resulting from improper maintenance are excluded from the warranty.

## Action

Bowed or wavy siding exceeding the acceptable condition shall be repaired.

## Remarks

Siding that is intended to have paint and/or sealer requires regular inspection and maintenance to ensure continuity of the protective layer. Elevated moisture levels can cause wood or hardboard siding to bow. Varying lighting conditions can exaggerate minor variations in siding profile and texture. Minor waviness due to *normal* fluctuations in humidity is acceptable.

## See also

3.2 WALL IS BOWED

## 4.2

## CONDITION WOOD OR HARDBOARD OR PANEL-TYPE SIDING - JOINTS NOT TIGHT

## **Acceptable Performance/Condition**

Wood or hardboard or panel-type siding shall be installed in accordance with the manufacturer's specifications and the NBC with gaps at joints to allow for expansion. Joints shall be suitably protected to prevent water penetration.

## Warranty

First-Year - Work and Materials

- Normal shrinkage of materials caused by drying after construction is excluded from the warranty.
- Defects in materials, work or design supplied by the *homeowner* and damage resulting from improper maintenance are excluded from the warranty.

## Action

Wood or hardboard or panel-type siding joints that do not meet the acceptable condition shall be repaired.

## Remarks

Siding that is intended to have paint and/or sealer requires regular inspection and maintenance to ensure continuity of the protective layer. Wood, hardboard or panel-type siding can be expected to expand and contract with fluctuations in outdoor temperature and humidity; gaps in joints may be required to prevent buckling. Caulking or attaching battens over the joints are ways to protect the joints from water penetration.

Where rain screen principles are used in the cladding design, the sealing may be behind the surface of the cladding.

Foundation/ Basement, Floor Framing, Wall Framing, Exterior Finishing, Roofs, Plumbing, Electrical, Interior Climate Control, Wall/ Ceiling Finishes, Interior Finishes, Cabinets/ Countertops, Flooring, Chimneys and Fireplaces, Garages and Exterior

## CONDITION

WOOD OR HARDBOARD OR PANEL-TYPE SIDING - FASTENERS ARE EXCESSIVELY COUNTERSUNK INTO FINISHED SURFACE

## **Acceptable Performance/Condition**

Siding fasteners shall be installed in accordance with the manufacturer's specifications, where applicable, and shall not expose hardboard siding fibre.

## Warranty

First-Year - Work and Materials

## Action

Siding with nails not meeting the acceptable condition shall be repaired.

## Remarks

Nails that have been excessively countersunk detract from the overall appearance of the finished surface. This condition can lead to premature deterioration of the product by allowing water to accumulate in the holes left by the nailheads.

## See also

n/a

## 4.4

## CONDITION

LAP SIDING (WOOD, HARDBOARD, VINYL, ETC.) IS NOT INSTALLED ON A STRAIGHT LINE

## Acceptable Performance/Condition

Lap siding shall be installed with individual pieces in general, visible parallel alignment.

## Warranty

First-Year - Work and Materials

• Defects in materials, work or design supplied by the homeowner are excluded from the warranty.

## Action

Lap siding that does not meet the acceptable condition shall be repaired.

## Remarks

With any type of siding or cladding such as lap siding that requires repetitive parallel alignment from one course to the next; the installer must make minor adjustments to keep the entire elevation in general alignment. Adjustments of this nature are *normal*. Wavy-edged siding is more tolerant of adjustments while maintaining an acceptable appearance.

## See also

3.2 WALL IS BOWED 4.1 WOOD OR HARDWOOD OR PANEL-TYPE SIDING IS BOWED OR WAVY 4.9 ALUMINUM/VINYL SIDING IS BOWED OR WAVY

## CONDITION

TONGUE-AND-GROOVE WOOD SIDING HAS BUCKLED

## **Acceptable Performance/Condition**

Tongue-and-groove wood siding shall be installed to prevent buckling and in accordance with manufacturer's installation instructions, where applicable.

## Warranty

First-Year - Work and Material

## Action

Siding that does not meet the acceptable condition shall be repaired.

## Remarks

None.

## See also

n/a

## 4.6

## CONDITION WOOD SIDING - FASTENER HAS STAINED SIDING

## **Acceptable Performance/Condition**

Fasteners shall be corrosion resistant and compatible with the siding in accordance with the NBC. Some localized staining of adjacent materials may occur.

## Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear or damage resulting from improper maintenance is excluded from the warranty.

## Action

Siding and fasteners not meeting the acceptable condition shall be repaired.

## Remarks

Fasteners can be expected to weather, oxidize and discolour with exposure to the elements. Some localized staining of adjacent materials may occur.

## See also

n/a

# CONDITION

CEDAR SHAKES OR SHINGLES HAVE "BLED" THROUGH PAINT OR STAIN APPLIED BY BUILDER

## **Acceptable Performance/Condition**

Where full-covering or opaque stains are used over cedar shakes or shingles, bleed-through of resins or extractives shall not be *visible* when viewed, without magnification, from a minimum perpendicular distance of 20 feet (6 m) under *normal* lighting conditions and from a *normal* viewing position.

# Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear is excluded from the warranty.

# Action

Cedar shakes and shingles that do not meet the acceptable condition shall be *repaired*.

## Remarks

Some bleed-through of knots or other naturally occurring features can be expected in cedar shakes over time. The reoccurrence of these features through full-covering or opaque stains may be dependent on the direction the roof faces and/or exposure to sunlight.

#### See also

n/a

# 4.8

# CONDITION

PLYWOOD OR VENEER SIDING HAS DELAMINATED

## **Acceptable Performance/Condition**

Plywood or veneer siding shall not delaminate when installed in accordance with the manufacturer's installation instructions.

## Warranty

First-Year – Work and Materials

• Damage resulting from *normal* wear and tear is excluded from the warranty.

## Action

Plywood/veneer siding that does not meet the acceptable condition shall be *repaired*.

# Remarks

Siding that is intended to have paint and/or sealer requires regular inspection and maintenance to ensure continuity of the protective layer.

# See also

4.11 ALUMINUM OR VINYL SIDING, TRIM OR ACCESSORY IS LOOSE 4.23 EXTERIOR STUCCO IS PEELING OR BUBBLING

# CONDITION

ALUMINUM/VINYL SIDING IS BOWED OR WAVY

#### **Acceptable Performance/Condition**

Siding shall be installed to accommodate thermal movement and anticipated shrinkage of the structure to which it is attached. Siding shall be free from bows and waviness when installed in accordance with the manufacturer's specifications. Local distortion caused by bowed framing shall not exceed ½ inch (12.7 mm) in any 32 inches (750 mm).

#### Warranty

First-Year - Work and Materials

## Action

Bowed or wavy siding exceeding the acceptable condition shall be repaired.

## Remarks

Varying lighting conditions can exaggerate minor variations in siding profile, texture and colour. Minor waviness due to *normal* sheathing movements is acceptable.

## See also 3.2 WALL IS BOWED

# 4.10

# CONDITION

ALUMINUM OR VINYL SIDING - COLOUR IS FADED

# **Acceptable Performance/Condition**

Aluminum or vinyl siding shall not fade or discolour in an uneven or random manner outside the limits of the manufacturer's warranty.

## Warranty

First-Year – Work and Material.

• Damage resulting from normal wear and tear is excluded from the warranty.

## Action

Aluminum or vinyl siding that does not meet the acceptable performance shall be repaired.

## Remarks

Aluminum or vinyl siding may fade with time and exposure to sunlight. Areas of intense, direct sunlight exposure will tend to fade faster than other more shaded areas. To determine the severity and/or if the condition is warrantable, a claim may have to be made to the siding manufacturer.

*Repaired* areas shall match the existing material for colour and textures as closely as possible; variation between dye lots is acceptable. An exact match in color and/ or texture cannot be guaranteed.

#### See also 4.29 EXTERIOR PAINT OR STAIN HAS FADED

## CONDITION

ALUMINUM OR VINYL SIDING, TRIM OR ACCESSORY IS LOOSE

# Acceptable Performance/Condition

Aluminum or vinyl siding and associated trim and accessories shall not become displaced or detached from the substrate.

# Warranty

First-Year – Work and Material

• Damage resulting from an act of God is excluded from the warranty.

# Action

Aluminum or vinyl siding that does not meet the acceptable condition shall be *repaired*.

## Remarks

Aluminum or vinyl siding is intentionally not installed tight to the substrate to allow for thermal movement; however, it should not displace or detach under *normal* weather conditions.

#### See also

n/a

# 4.12

# CONDITION

ALUMINUM OR VINYL SIDING TRIM AND ACCESSORIES - FASTENERS DON'T MATCH SIDING COLOUR

## **Acceptable Performance/Condition**

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

## Warranty

None.

## Action

The *builder* is not required to take any action.

## Remarks

Fasteners are generally made in fewer standard colours than siding products.

# See also

<u>4.27 PAINT ON REPAIRED AREAS DOESN'T MATCH</u> <u>4.28 EXTERIOR PAINT, STAIN OR CLEAR FINISH BLISTERS AND PEELS</u> <u>4.29 EXTERIOR PAINT OR STAIN HAS FADED</u> <u>5.13 VARIATION IN COLOUR AFTER REPAIRS</u>

## CONDITION

ABOVE-GRADE MASONRY VENEER CLADDING (INCLUDING MORTAR) IS CRACKED

## Acceptable Performance/Condition

Cracks resulting from *normal* shrinkage are acceptable; crack width in excess of 1/8 inch (3mm) is not acceptable.

# Warranty

First-Year - Work and Materials

• Cracks resulting from *normal* shrinkage of materials caused by drying after possession or *normal* wear and tear is excluded from the warranty.

## Action

Cracks in excess of the acceptable condition shall be repaired.

# Remarks

Shrinkage during curing of the masonry is natural. Also, regular outdoor temperature fluctuations cause masonry cladding to expand and contract. The resulting thermal stress can also cause cracking; this is considered *normal* wear and tear.

The colour/texture of repaired areas shall match the existing as closely as possible when dry. Variation in colour may be noticeable when wet. An exact match in color and/ or texture cannot be guaranteed.

# See also

n/a

## 4.14

## CONDITION

CUT BRICKS ARE OF DIFFERENT THICKNESS IN RELATION TO ONE ANOTHER

## Acceptable Performance/Condition

Cut bricks used in the same course shall appear uniform from a *normal* viewing position; the variance in thickness between two immediately adjacent bricks shall not exceed 5/16 inch (8 mm).

## Warranty

First-Year - Work and Materials

## Action

Bricks not meeting the acceptable condition shall be repaired.

## Remarks

Even with proper coursing bricks will need to be cut to fit site conditions. It is common that cut bricks may vary in thickness. Uncut bricks may also vary in thickness depending on the style selected (e.g. tumbled bricks).

# See also

n/a

# CONDITION

HORIZONTAL MASONRY JOINT ALIGNMENT IS NOT UNIFORM

## **Acceptable Performance/Condition**

Horizontal masonry joint work shall appear uniform when viewed from a distance of 20 feet (6 m). Where the horizontal (bed) joint appears out of alignment, the variance shall not be more than ½ inch (12 mm) in any 25 feet (8m). This does not apply to randomly sized masonry products.

# Warranty

First-Year - Work and Materials

# Action

Masonry with joints not meeting the acceptable condition shall be repaired.

## Remarks

Dimensional variations of the courses are affected by the variations in the brick selected and the bond pattern.

## See also

n/a

# 4.16

# CONDITION

MORTAR SPLATTERS AND STAINS ON EXTERIOR MASONRY

# **Acceptable Performance/Condition**

Exterior masonry shall not have mortar splatters and stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet (6 m) under natural lighting conditions when dry.

## Warranty

First-Year - Work and Materials

# Action

Masonry not meeting the acceptable condition shall be repaired.

## Remarks

Care must be used in cleaning masonry. Although pressure washing and chemical cleaners are the *normal* way of cleaning masonry, they must be used properly and in accordance with brick manufacturer's specifications. Professional brick tinting methods are acceptable to adjust colour.

## See also

n/a

## CONDITION

EFFLORESCENCE (WHITE POWDER) IS PRESENT ON MASONRY SURFACE

## **Acceptable Performance/Condition**

Efflorescence commonly occurs on masonry surfaces and is *normal*. Localized concentrations of efflorescence *visible* from 20 feet (6 m) are not acceptable.

# Warranty

First-Year - Work and Materials

• Efflorescence resulting from additions, deletions or alterations made by the *homeowner* or improper maintenance is not covered by the warranty.

## Action

Localized concentration of efflorescence *visible* from 20 feet (6m) shall be investigated. If it is determined that a defect in work or material is the cause of the efflorescence, *repairs* shall be made.

## Remarks

Efflorescence is the harmless deposit of mineral salts on the surface of masonry and occurs naturally due to the movement of moisture; it may diminish over time. Visibility varies with seasonal conditions. Dark coloured bricks tend to exaggerate the appearance of efflorescence. Localized areas of efflorescence may be linked to abnormal sources of moisture. Salt and de-icers may also contribute to efflorescence.

### See also

1.1 EFFLORESCENCE (TYPICALLY A WHITE POWDERY FILM) IS PRESENT ON CONCRETE OR MASONRY FOUNDATION SURFACES

4.18

# CONDITION

DETERIORATING MASONRY

## Acceptable Performance/Condition

Masonry shall be manufactured and installed to prevent premature deterioration.

## Warranty

First-Year – Work and Material

• Damage resulting from *normal* wear and tear, improper maintenance or additions, alterations and deletions made by the *homeowner* is not covered by the warranty.

## Action

Masonry that is deteriorated, detached, or displaced shall be repaired.

## Remarks

Durability is dependent on the type of masonry and the conditions that the masonry is exposed to (e.g. salt, soil).

The colour/texture of *repaired* areas shall match the existing as closely as possible when dry. Variation in colour may be noticeable when wet. Where colour variation of the *repaired* area is *visible* under *normal* lighting and dry conditions from 20 feet (6 m), the colour shall be adjusted. Professional brick tinting methods are acceptable to adjust colour.

# See also

n/a

## CONDITION

WATER LEAKAGE AT DOORS AND WINDOWS OR AT THE TOP OF THE FOUNDATION

## Acceptable Performance/Condition

Openings in exterior walls such as windows and doors, and junctions between cladding materials, shall not allow water penetration.

# Warranty

First-Year – Work and Materials

• Water penetration due to improper maintenance is excluded from the warranty.

## Action

Defects resulting in water penetration around windows, doors, and over the top of the foundation shall be *repaired*.

## Remarks

Flashings must be installed above exterior wall openings and at the top of the foundation (masonry veneer) to direct water to the exterior. Perforations in flashing due to physical damage or chemical incompatibility, deterioration, improper termination and lack of weep holes in masonry veneer can allow water to drain to the interior.

#### See also

1.13 FOUNDATION WALL LEAKS Appendix A4 "How to Conduct a Water Test"

4.20

# CONDITION

CLAY BRICKS ARE CHIPPED

## Acceptable Performance/Condition

Clay brick veneer shall be installed in accordance with the NBC.

# Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear, improper maintenance or additions, alterations and deletions made by the *homeowner* is not covered by the warranty.

## Action

Brick veneer not meeting the acceptable condition shall be repaired.

## Remarks

There are certain brick types that are designed to be tumbled or chipped in appearance. Professional brick tinting methods are acceptable to *repair* the appearance of chipped bricks.

The colour/texture of *repaired* areas shall match the existing as closely as possible when dry. Variation in colour may be noticeable when wet.

# See also

n/a

# CONDITION

BRICKS ARE DIFFERENT COLOURS

# Acceptable Performance/Condition

Brickwork may contain bricks from different dye lots, provided they are dispersed throughout the wall to produce a generally uniform appearance when viewed from 20 feet (6 m) under *normal* lighting conditions.

# Warranty

First-Year - Work and Materials

# Action

Where a generally uniform appearance is not achieved the wall shall be repaired.

## Remarks

Uniform appearance includes colour and texture. Professional brick tinting methods are acceptable to adjust colour.

## See also

n/a

# 4.22

# CONDITION

CRACKS IN EXTERIOR STUCCO WALL SURFACES

# Acceptable Performance/Condition

Stucco that relies on face-sealing to shed water shall have no cracks or gaps that will allow water penetration. Stucco on a drained cladding system shall not have unintentional gaps or cracks *visible* from a distance of not less than 20 feet (6 m).

## Warranty

First-Year – Work and Materials

• Damage resulting from improper maintenance is not covered by the warranty.

## Action

Stucco finish not meeting the acceptable condition shall be repaired.

## Remarks

Stucco includes traditional Portland cement-based stucco as well as synthetic stucco whether forming part of an exterior insulation and finish system (EIFS) or not. Caulking and sealants require regular maintenance to ensure effectiveness. The colour or texture of *repaired* areas shall match the existing so as not to be *visible* from a distance of 20 feet (6 m) under *normal* lighting conditions.

See also 4.23 EXTERIOR STUCCO IS PEELING OR BUBBLING

# CONDITION

EXTERIOR STUCCO IS PEELING OR BUBBLING

## **Acceptable Performance/Condition**

Stucco on exterior walls shall not separate from its base.

## Warranty

First-Year – Work and Material

• Damage resulting from improper maintenance is not covered by the warranty.

## Action

Stucco not meeting the acceptable condition shall be repaired.

## Remarks

Stucco separating from its base may indicate a problem with trapped moisture. Caulking and sealants require regular maintenance to ensure effectiveness. The colour or texture of *repaired* areas shall match the existing so as not to be *visible* from a distance of 20 feet (6m) under *normal* lighting conditions.

# See also

4.22 CRACKS IN EXTERIOR STUCCO WALL SURFACES

# 4.24

# CONDITION

UNSEALED GAPS BETWEEN DISSIMILAR CLADDING MATERIALS AND PENETRATIONS THROUGH CLADDING

# **Acceptable Performance/Condition**

Gaps allowing water penetration into the building envelope shall be sealed in accordance with the NBC.

## Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance is not covered by the warranty.

# Action

Cladding not meeting the acceptable condition shall be repaired.

## Remarks

Space between different cladding materials and between penetrations is required to allow for movement but must be weathertight. Where rain screen principles are used in the cladding design, the sealing may be behind the surface of the cladding.

# See also

n/a

# CONDITION

EXTERIOR WOOD TRIM IS SPLIT

# Acceptable Performance/Condition

Exterior wood trim may split; cracks *visible* from 20 feet (6m) under *normal* lighting conditions, or cracks resulting in displacement or detachment, are not acceptable.

# Warranty

First-Year - Work and Materials

• Cracks resulting from *normal* shrinkage of materials caused by drying after construction, or *normal* wear and tear are not covered by the warranty.

## Action

Trim not meeting the acceptable condition shall be repaired.

## Remarks

Some manufactured products may have intentional splits for aesthetic purposes.

# See also

4.26 EXTERIOR WOOD TRIM IS BOWED, TWISTED OR CUPPED

# 4.26

# CONDITION

EXTERIOR WOOD TRIM IS BOWED, TWISTED OR CUPPED

## **Acceptable Performance/Condition**

Exterior wood trim may warp, twist or cup. Loose trim or trim that falls off is not acceptable.

## Warranty

First-Year - Work and Materials

• Warping, twisting or cupping resulting from *normal* shrinkage of materials caused by drying after construction, or *normal* wear and tear are not covered by the warranty.

## Action

Trim not meeting the acceptable condition shall be repaired.

# Remarks

None.

See also 4.25 EXTERIOR WOOD TRIM IS SPLIT

# CONDITION

PAINT ON REPAIRED AREAS DOESN'T MATCH

## **Acceptable Performance/Condition**

Repainted areas shall match the original finished surface for colour, sheen and texture as closely as possible and be a *properly painted surface* however an exact match to existing colors is not guaranteed. The repainted area shall be assessed by viewing, without magnification, from a minimum perpendicular distance of 20 feet (6 m) under *normal* lighting conditions and from a *normal* viewing position.

# Warranty

First-Year - Work and Materials

# Action

Repainted areas not meeting the acceptable condition shall be repaired.

# Remarks

Exact matches cannot be reasonably expected due to aging and environmental soiling. The extent of the repainting may have to be considered to ensure the match is as close as possible.

# See also

<u>4.7 CEDAR SHAKES OR SHINGLES HAVE "BLED" THROUGH PAINT OR STAIN APPLIED BY BUILDER</u> <u>4.10 ALUMINUM OR VINYL SIDING - COLOUR IS FADED</u> <u>4.29 EXTERIOR PAINT OR STAIN HAS FADED</u>

# 4.28

# CONDITION

EXTERIOR PAINT, STAIN OR CLEAR FINISH BLISTERS AND PEELS

# Acceptable Performance/Condition

Exterior paint, stain or clear finishes shall not deteriorate to the extent of exposing the substrate beneath; surfaces subject to feet traffic are exempt from this requirement.

## Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear is not covered by the warranty.

## Action

Paint or stain not meeting the acceptable performance shall be repaired.

## Remarks

Weathering of painted, stained or clear-coated exterior surfaces is *normal*. Discolouration of the wood beneath is evidence of failed clear finish. Excessive moisture in the substrate can contribute to premature finish deterioration.

## See also

n/a

# CONDITION

EXTERIOR PAINT OR STAIN HAS FADED

## **Acceptable Performance/Condition**

Exterior paints and stains shall not fade or discolour in an uneven or random manner.

# Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear, improper maintenance, or alterations, deletions or additions by the *homeowner* is not covered by the warranty.

# Action

Exterior paints and stains not meeting the acceptable condition shall be repaired.

## Remarks

Fading of exterior paints and stains is *normal* and the degree of fading depends on environmental conditions, e.g. southern exposures. Exact matches of repainted areas cannot be expected due to aging and environmental soiling of the original finish.

See also <u>4.10 ALUMINUM OR VINYL SIDING - COLOUR IS FADED</u> <u>4.27 PAINT ON REPAIRED AREAS DOESN'T MATCH</u>

# 4.30

CONDITION LEAK IN EXTERIOR WALL

## **Acceptable Performance/Condition**

The *building envelope* shall be constructed to prevent water entry.

## Warranty

First-Year – Work and Materials

 Water penetration resulting from improper maintenance or *normal* wear and tear is not covered by the warranty.

## Action

Building envelopes not meeting the acceptable condition shall be repaired.

# Remarks

Joints and cracks in exterior wall surfaces and around openings shall be properly sealed to prevent the entry of water. Caulking and sealants deteriorate under *normal* weather conditions and should be checked regularly.

See also 1.13 FOUNDATION WALL LEAKS

## CONDITION

THICKNESS OF MORTAR JOINTS ARE NOT UNIFORM IN BRICK OR MASONRY UNITS

## **Acceptable Performance/Condition**

Mortar joint thickness shall appear uniform when viewed from a distance of no less than 20 feet (6 m), and shall be in accordance with the NBC.

## Warranty

First-Year - Work and Materials

# Action

Masonry with joints not meeting the acceptable condition shall be repaired.

## Remarks

Unintentional Dimensional variations of the courses are affected by the variations in the brick selected and the bond pattern. Non-uniform joints may be a feature of the wall and may be acceptable.

Weep holes and/or vent holes are necessary in a masonry wall and shall not be blocked.

This does not apply to randomly sized or designed masonry products such as (but not limited to) specialty brick products; tumbled or aged bricks, beveled-edged bricks or cultured stone or stone products.

# See also

n/a

# 4.32

# CONDITION

MANUFACTURED STONES ARE FALLING OFF THE WALL

## Acceptable Performance Condition:

Manufactured stones should be installed to prevent them from detaching from the substrate.

# Warranty

First-Year - Work and Materials

## Action

Manufactured stones not meeting the acceptable performance condition shall be rectified.

# Remarks:

Landscaping and irrigation installed by homeowners directly affecting the stonework may void the warranty. Stones that separate from the substrate due to impact are not warrantable.

Rectified stones shall be of the same pattern and similar in colour to the original stones. Some variation in the colour of stone and grout should be expected.

## See also

n/a

## CONDITION

A CRACK IS READILY APPARENT ON THE FACE OF A MANUFACTURED STONE

## Acceptable Performance Condition:

Cracks readily visible from a distance of 3 metres (10 feet) or in excess of 1/16 inch (1.5 mm) in width are considered excessive.

# Warranty

First-Year - Work and Materials

# Action

Stones not meeting the acceptable performance condition shall be rectified.

## Remarks:

Hairline cracks are common and acceptable in manufactured stone containing cement, due to water lost when the material cures and sets.

Homeowners should ensure sprinkler heads are directed away from manufactured stone. Excessive wetting and drying cycles may damage the stone; this is not a defect.

Rectified stones shall be of the same pattern and similar in colour to the original stones. Some variation in the colour should be expected.

## See also

n/a

## 4.34

# CONDITION

A MORTAR/GROUT JOINT BETWEEN MANUFACTURED STONES OR BRICKS IS CRACKED

## **Acceptable Performance Condition:**

Joints should not contain loose or missing mortar. Crack widths in excess of 1/16 inch (1.5 mm) are considered excessive.

# Warranty

First-Year - Work and Materials

## Action

Mortar joints in excess of the acceptable performance condition shall be rectified.

## Remarks:

As mortar/grout dries it loses water. This results in the mortar shrinking causing it to pull away from the edge of the stones or to exhibit hairline cracks. Regular outdoor temperature fluctuations cause manufactured stones to expand and contract. The resulting stress on the mortar can also cause cracking. This is considered to be normal behaviour in any mortar/grout containing cement.

Cracks due to impact are not warrantable.

Minor cracks resulting from normal shrinkage of the mortar caused by drying after construction or thermal expansion and contraction are acceptable.

Rectified joints shall be of the same pattern and similar in colour to the original. Some variation in the colour should be expected.

See also

n/a

# 5. ROOFS

5.1

CONDITION ROOF TRUSSES OR RAFTERS ARE BOWED

## **Acceptable Performance/Condition**

Roof framing members shall be sized and installed in accordance with the NBC.

#### Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

#### Action

Roof framing members not meeting the acceptable performance shall be repaired.

#### Remarks

Deflection due to *normal* loading and bowing due to *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.

#### See also

5.14 UNEVEN ROOF SHEATHING CAUSING VISIBLE IRREGULARITIES IN THE ROOF SURFACE

## 5.2

CONDITION ROOF RIDGE HAS SAGGED

## **Acceptable Performance/Condition**

Roofs shall be constructed to ensure the ridge does not sag under normal design Conditions in accordance with the NBC.

# Warranty

Damage resulting from improper maintenance or additions, deletions or alterations Made by the *homeowner* is excluded from the warranty.

## Action

Roofs not meeting the acceptable performance shall be *repaired*.

# Remarks

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.

CONDITION ROOF APPEARS WAVY

Acceptable Performance/Condition

Roof sheathing shall be sized and installed in accordance with the NBC.

# Warranty

First-Year - Work and Materials

# Action

Roof sheathing not meeting the acceptable performance shall be repaired.

# Remarks

Despite the roof being sized and installed in accordance with the NBC, waviness between framing members may occur. This will not affect the performance of the roof.

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).

## See also

5.1 ROOF TRUSSES OR RAFTERS ARE BOWED 5.14 UNEVEN ROOF SHEATHING CAUSING VISIBLE IRREGULARITIES IN THE ROOF SURFACE

# 5.4

# CONDITION

LEAKS DUE TO SNOW OR RAIN DRIVEN INTO THE ATTIC THROUGH LOUVRES OR VENTS

# Acceptable Performance/Condition

Attic vents are designed to prevent the entry of rain, snow and insects and they shall be installed in accordance with the NBC.

## Warranty

First-Year – Work and Materials

• Water penetration resulting from improper maintenance or an act of God is excluded from the warranty.

## Action

Defective material or improper vent installation resulting in water penetration shall be repaired.

## Remarks

During high wind pressures, precipitation may be driven into roof vents. This condition is warranted only where there is a demonstrated defect in work or material supplied by the *builder*.

## See also

n/a

CONDITION ROOF OR FLASHING LEAKS

## Acceptable Performance/Condition

Roofs and their associated flashings shall allow no water penetration under normal weather conditions.

# Warranty

First-Year – Work and Materials

• Water leakage resulting from improper maintenance or an act of God is excluded from the warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the warranty. Water penetration may occur during extreme weather condition

## Action

Defects allowing water penetration through the roof or any associated flashings shall be repaired.

## Remarks

Ice dams can cause water leakage during the winter. This condition is warranted only if the ice dam results from a demonstrated defect in work or material supplied by the *builder*. The *homeowner* must take immediate steps to prevent damage to their property and report any losses to their *home* insurance provider.

## See also

5.4 LEAKS DUE TO SNOW OR RAIN DRIVEN INTO THE ATTIC THROUGH LOUVRES OR VENTS 13.2 ROOF FLASHING LEAKS AT CHIMNEY

5.6

# CONDITION

INADEQUATE ATTIC VENTILATION

# Acceptable Performance/Condition

Attics shall be ventilated in accordance with the NBC.

## Warranty

First-Year - Work and Materials

• Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is excluded from the warranty.

## Action

Attics not meeting the acceptable condition shall be *repaired*.

## Remarks

Roof vents should be kept free of obstructions. Inadequate attic ventilation can lead to heat and moisture problems. Snow covering roof vents can obstruct ventilation.

# See also

**8.4 CONDENSATION IN ATTIC SPACE** 

CONDITION ICE BUILDUP ON THE ROOF

# Acceptable Performance/Condition

Ice and icicles are a natural occurrence on roofs.

# Warranty

None.

• Damage caused by improper maintenance is not covered by the warranty.

# Action

The *builder* is not required to take any action.

## Remarks

Ice dams and icicles occur when the roof surface is warm enough to melt the snow but the air temperature is cold enough to re-freeze the melt water. Natural weather patterns, building exposure, roof design and elevated attic temperatures, due to both the insulating effects of snow accumulation on the roof and air leakage from the interior of the building, can contribute to ice forming on roofs.

Professional removal of build-ups of ice and snow can help reduce the likelihood of water leaks. See section 5.4 "Roof or Flashing Leaks" for water leakage resulting from ice dams.

This condition is warranted only where there is a demonstrated defect in work or material supplied by the *builder*.

See also 5.5 ROOF OR FLASHING LEAKS

5.8

CONDITION ROOF SHINGLES HAVE BLOWN OFF

## **Acceptable Performance/Condition**

Roof shingles shall be installed according to the manufacturer's specifications.

## Warranty

First-Year - Work and Materials

• Damage resulting from acts of God is not covered by the warranty.

## Action

Roof shingles not meeting the acceptable performance shall be repaired.

## Remarks

Severe weather and wind gusts can sometimes exceed the design limitations of the shingles. Different shingle types and materials have varying abilities to resist these forces.

## See also

n/a

# CONDITION

TABS ON ASPHALT SHINGLES ARE NOT LINED UP

## Acceptable Performance/Condition

Shingles shall be installed to provide a generally uniform pattern when viewed from a *normal* viewing position on the ground from any given location.

## Warranty

First-Year - Work and Materials

# Action

Shingles not meeting the acceptable condition shall be repaired.

## Remarks

The primary role of roofing is to protect the building from the weather. Slight variation in the appearance of the roof is acceptable.

## See also

n/a

## 5.10

# CONDITION

ASPHALT SHINGLES NOT SEALED

## **Acceptable Performance/Condition**

Asphalt shingles and self-sealing asphalt shingles shall be secured according to the manufacturer's specifications.

## Warranty

First-Year - Work and Materials

## Action

Shingles not meeting the acceptable condition shall be repaired.

## Remarks

Asphalt shingles installed in temperatures below 5°C will seal when warmer temperatures return. In the short term, unsealed shingles should not affect the weather protection provided by the roof.

Hand seal each single tab with asphaltic cement (approved by shingle manufacturer) where local conditions have a history of shingles not hand sealed blowing off.

Where asphalt shingles intersect metal flashing, shingles may not seal. This condition is not a defect in work and materials.

## See also

n/a

## CONDITION

ASPHALT SHINGLE EDGES ARE CURLED OR CUPPED

## Acceptable Performance/Condition

Asphalt shingle edges and corners need not be completely flat. Edges and corners that curl or cup to expose the uncoloured portion of the shingle below are not acceptable.

# Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear is not covered by the warranty.

## Action

Shingles not meeting the acceptable condition shall be repaired.

#### Remarks

Adequate attic ventilation is necessary to prevent excessive solar heat buildup in the attic that can contribute to curling and cupping.

Shingles on top of flashing may not adhere and can lift.

#### See also

# 5.6 INADEQUATE ATTIC VENTILATION

# 5.12

# CONDITION

ASPHALT SHINGLES EITHER DO NOT OVERHANG THE EDGE OF THE ROOF OR HANG OVER TOO FAR

## **Acceptable Performance/Condition**

Asphalt shingles shall overhang roof edges by not less than ½ inch (12 mm) according to the NBC; they shall not overhang the roof edge to the extent that they curl.

## Warranty

First-Year - Work and Materials

# Action

Shingle overhangs not meeting the acceptable condition shall be repaired.

# Remarks

The edge of the roof includes the entire perimeter of the roof including gables.

#### See also

n/a

## CONDITION

VARIATION IN COLOUR AFTER REPAIRS

# Acceptable Performance/Condition

Shingles used in local *repairs* shall be of similar type, texture and colour. Variation resulting from fading or different dye lot is acceptable.

# Warranty

First-Year - Work and Materials

# Action

Shingles not meeting the acceptable condition shall be repaired.

# Remarks

The primary role of roofing is to protect the building from the weather. Slight variation in the colour of the roof after a local *repair* may be unavoidable.

#### See also

n/a

5.14

## CONDITION

UNEVEN ROOF SHEATHING CAUSING VISIBLE IRREGULARITIES IN THE ROOF SURFACE

## **Acceptable Performance/Condition**

Asphalt shingle surfaces need not be completely flat. The roof sheathing shall provide an even surface free from thickness variations, holes, and debris that produce *visible* irregularities in the finished roof. The roof shall be viewed from a *normal* viewing position on the ground without magnification by reflected light.

## Warranty

First-Year - Work and Materials

## Action

Roofs not meeting the acceptable condition shall be repaired.

## Remarks

Visible irregularities shall be significant enough to suggest a defective condition.

See also 5.1 ROOF TRUSSES OR RAFTERS ARE BOWED 5.3 ROOF APPEARS WAVY

CONDITION ROOFING NAILS ARE EXPOSED

## Acceptable Performance/Condition

Roofing nails shall be covered by overlapping shingles or by sealing.

# Warranty

First-Year - Work and Materials

# Action

Roofs with nails not meeting the acceptable condition shall be repaired.

## Remarks

The overlying shingle must cover the nails to ensure adequate weather protection. Sealant applied to nails shall not detract from the overall uniform roof appearance.

# See also

n/a

# 5.16

CONDITION TEMPORARY SAFETY STRAPS LEFT ON ROOF

# **Acceptable Performance/Condition**

Safety straps intended to be used only during construction shall not be left on the roof.

## Warranty

First-Year - Work and Materials

## Action

Temporary safety straps shall be removed.

## Remarks

Temporary safety straps are used during construction and there is no need for them to remain on the roof after construction, unless required by other authorities.

# See also

n/a

# CONDITION

WATER IS TRAPPED UNDER ROOFING MEMBRANE

# Acceptable Performance/Condition

Water shall not become trapped under built-up or single-ply roofing membranes.

# Warranty

First-Year - Work and Materials

# Action

Roofing not meeting the acceptable condition shall be repaired.

# Remarks

None.

# See also

n/a

# 5.18

# **CONDITION** ASPHALT ROLL ROOFING IS BLISTERED BUT DOES NOT ADMIT WATER

# Acceptable Performance/Condition

Roll roofing may blister under *normal* weather conditions. Blisters that result in water penetration are not acceptable.

# Warranty

First-Year - Work and Materials

# Action

Roofing not meeting the acceptable condition shall be repaired.

# Remarks

Surface blistering of roll roofing may be caused by solar heating and humidity.

# See also

n/a

CONDITION STANDING WATER ON A FLAT ROOF

## **Acceptable Performance/Condition**

Flat roofs shall be installed to drain water. Standing water on roofs designed for water retention is acceptable.

## Warranty

First-Year - Work and Materials

# Action

Roofs not meeting the acceptable condition shall be repaired.

#### Remarks

Flat roofs typically are slow to drain and should be constructed to handle exposure to standing water over short terms. Municipalities can require flow control devices to be installed on roof drains. Some standing water is *normal* and should generally dissipate after a few days.

#### See also

n/a

# 5.20

CONDITION

EAVESTROUGHS OR DOWNSPOUTS LEAK

## **Acceptable Performance/Condition**

Eavestroughs and downspouts shall not leak at joints.

## Warranty

First-Year - Work and Materials

# Action

Eavestroughs and downspouts not meeting the acceptable performance shall be repaired.

## Remarks

Water hitting and dripping off the outside of eavestroughs and downspouts should not be mistaken for leakage. Seasonal conditions may affect the timing of *repairs*.

## See also

n/a

## CONDITION

EAVESTROUGHS OVERFLOW DURING NORMAL RAIN

## Acceptable Performance/Condition

Eavestroughs shall be installed in accordance with municipal requirements (where applicable) with a slope to downspouts or drains. Eavestroughs may overflow during a rain as a result of converging water flows.

## Warranty

First-Year - Work and Materials

• Damage resulting from normal wear and tear or an act of God is excluded from the warranty.

## Action

Eavestroughs not meeting the acceptable condition shall be *repaired*. Overflow resulting from inadequate slope or non-conformance with municipal requirements is subject to the warranty.

## Remarks

The *homeowner* shall keep eavestroughs and downspouts free from environmental debris or physical damage that could cause blockage or restrict water flow.

#### See also

n/a

# 5.22

# CONDITION

EAVESTROUGHS OR DOWNSPOUTS NOT PERFORMING PROPERLY

## **Acceptable Performance/Condition**

Where provided, eavestroughs and downspouts shall collect water from the roof and drain it to grade. Where downspouts are not connected to a sewer, extensions shall be provided to carry rainwater away from the building in a manner that will prevent soil erosion.

## Warranty

First-Year - Work and Materials

## Action

Eavestroughs and downspouts not meeting the acceptable performance shall be repaired.

# Remarks

*Normal* home maintenance includes keeping the eavestroughs and downspouts free of debris that can clog the system. Extensions may include splash pads set on the ground.

## See also

5.23 EAVESTROUGHS DON'T DRAIN COMPLETELY

# CONDITION

EAVESTROUGHS DON'T DRAIN COMPLETELY

## **Acceptable Performance/Condition**

Eavestroughs shall generally slope to drains.

## Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance is not covered by the warranty.

## Action

Eavestroughs not meeting the acceptable condition shall be repaired.

## Remarks

Some minimal amount of standing water is *normal*. *Normal* home maintenance includes keeping the eavestroughs and downspouts free of debris that can clog the system.

## See also

5.22 EAVESTROUGHS OR DOWNSPOUTS NOT PERFORMING PROPERLY

## 5.24

# CONDITION SKYLIGHT LEAKS

### Acceptable Performance/Condition

Skylights shall be installed in accordance with the manufacturer's specifications and shall not allow water penetration.

## Warranty

First-Year – Work and Materials

• Damage resulting from dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is not covered by the warranty.

## Action

Skylights not meeting the acceptable performance shall be repaired.

# Remarks

Condensation on the interior surfaces of a skylight may occur if indoor relative humidity is high. Condensation is not considered indicative of a defective condition.

To test for water penetration, see Appendix A4 "How to Conduct a Water Test"

#### See also 5.5 ROOF OR FLASHING LEAKS

# 6. PLUMBING

6.1

CONDITION INADEQUATE WATER SUPPLY

## **Acceptable Performance/Condition**

Water supply from private water sources (e.g. wells) may fluctuate from time to time. Water supply from municipal water sources may vary with the supplied pressure.

## Warranty

None.

Action

None.

## Remarks

Confirm proper operation of faucets and fixtures at the Date of Possession and record any malfunction at the Date of Possession, to avoid any dispute about whether the damage was caused by the *builder*. The NBC requires flow control devices on faucets, showerheads, and fixtures for water conservation purposes, which can affect the water flow.

After occupancy, the builder is not responsible for contamination or reduced water capacity from private water sources. Variations in pressure from municipal services can occur during peak usage times, from burst water mains or fire protection services using the system.

## See also

6.2 THE DOMESTIC WATER SUPPLY SYSTEM DOES NOT DELIVER WATER 6.3 PIPES ARE LEAKING

## 6.2

# CONDITION

THE DOMESTIC WATER SUPPLY SYSTEM DOES NOT DELIVER WATER

## **Acceptable Performance/Condition**

The domestic water supply system supplied and installed by the *builder* shall be capable of delivering water from a municipal source throughout the *home*.

## Warranty

First-Year - Work and Materials on pumps supplying water from a municipal source

- Damage resulting from improper maintenance or additions, deletions or alterations made by a *homeowner* is excluded from the warranty.
- Damage caused by municipal services or other utilities is excluded from the warranty.

## Action

Domestic water supply systems not meeting the acceptable performance shall be repaired.

## Remarks

Conditions beyond the control of the *builder*, such as burst water mains and periods of drought affecting groundwater levels that disrupt or eliminate the water supply, are not covered by the warranty. See 6.1 for Inadequate Water Supply.

See also 6.1 INADEQUATE WATER SUPPLY 6.3 PIPES ARE LEAKING

CONDITION PIPES ARE LEAKING

## Acceptable Performance/Condition

Domestic water supply and drainpipes shall not leak.

# Warranty

First-Year – Work and Materials

- Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the warranty.

# Action

Pipes not meeting the acceptable performance shall be repaired.

# Remarks

Condensation on piping should not be mistaken for a leaking pipe. Condensation on cold-water supply pipes is not covered by the warranty. High indoor humidity is the main cause of condensation on pipes.

If a leak is detected in a water supply pipe, the main water supply valve should be turned off immediately.

## See also

n/a

# 6.4

CONDITION FAUCET OR FIXTURE IS LEAKING

## Acceptable Performance/Condition

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

## Warranty

First-Year - Work and Materials

- Damage resulting from improper maintenance, *normal* wear and tear, or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the warranty.

## Action

Faucets or fixtures not meeting the acceptable performance shall be repaired.

# Remarks

Confirm proper operation of faucets and fixtures at the Date of Possession and record any malfunction at the Date of Possession, to avoid any dispute about whether the damage was caused by the *builder*. Some manufacturers of plumbing products offer warranties on their products that extend beyond the First-Year warranty. If a leak occurs after the First-Year warranty, service may be available from the manufacturer.

# See also

6.6 BATHTUB OR SHOWER LEAKS 6.9 DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS

CONDITION

PLUMBING PIPES ARE FROZEN AND/OR BURST

## Acceptable Performance/Condition

Plumbing pipes shall be protected from freezing in accordance with the NBC.

#### Warranty

First-Year – Work and Materials

- Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the warranty.

#### Action

Plumbing pipes not meeting the acceptable condition shall be *repaired*.

#### Remarks

*Homes* must be kept at temperatures to prevent freezing at all times. If this is not possible, proper precautions should be taken to prevent freezing such as shutting off and draining the water supply system.

For exterior hose bibs, shut off any associated interior valves and leave the exterior valve open as part of a regular seasonal maintenance program. Garden hoses must also be disconnected from the exterior hose bib.

If a burst pipe is detected in a water supply pipe, the main water supply valve should be turned off immediately.

6.6

## CONDITION

BATHTUB OR SHOWER LEAKS

## Acceptable Performance/Condition

Bathtubs and showers shall be installed in accordance with manufacturer's specifications so they do not leak.

# Warranty

First-Year - Work and Materials

- Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the warranty.

## Action

Bathtubs or showers not meeting the acceptable performance shall be repaired.

#### Remarks

Caulking and seals around bathtubs and shower enclosures and entry door seals require regular *homeowner* inspection and maintenance to prevent leaks.

If a leak is detected in a water supply pipe, the main water supply valve should be turned off immediately.

#### See also

<u>6.4 FAUCET OR FIXTURE IS LEAKING</u> <u>6.9 DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS</u>

# CONDITION

CONDENSATION APPEARS ON WATER SUPPLY PIPES AND TOILETS

## **Acceptable Performance/Condition**

Condensation on water supply pipes and toilets may occur when indoor relative humidity is high.

## Warranty

None.

# Action

None.

# Remarks

Condensation may appear on water supply lines and toilets from time to time and is normal.

## See also

n/a

# 6.8

CONDITION

NOISY WATER PIPES OR "WATER HAMMER"

# Acceptable Performance/Condition

Water supply pipes shall be installed to minimize the effects of water hammer and in accordance with the NBC. Drainage pipes shall be installed in accordance with the NBC.

# Warranty

First-Year – Work and Materials

- Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.
- Secondary damage caused by defects, such as *property* damage or personal injury, is excluded from the warranty.

# Action

Plumbing pipes not meeting the acceptable performance shall be repaired.

## Remarks

Repetitive hammering of water supply pipes during *normal* operation may indicate a problem and should be investigated.

A sudden thump or bang of water supply pipes when a faucet or fixture is closed abruptly is *normal* and not covered by the warranty.

Slight "ticking" sounds coming from pipes as they expand are *normal* and are not covered by the warranty. The sound of water flowing through drainage pipes is *normal* and not covered by the warranty.

Anti-siphon valves on exterior hose bibs may make a high pitch sound or contribute to water hammer. This does not necessarily represent a defect. The anti-siphon valve may need to be cleaned and/or replaced as part of normal home maintenance.

## See also

n/a

# CONDITION

DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS

## **Acceptable Performance/Condition**

Plumbing fixtures, appliances or trim fittings shall be free of both visual and performance defects.

# Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance is excluded from the warranty.

# Action

Defective products shall be *repaired* or replaced.

## Remarks

Confirm proper operation of plumbing fixtures at the Date of Possession and record any malfunction at the Date of Possession. Plumbing fixtures, appliances or trim fittings must be maintained in accordance with the manufacturer's instructions.

## See also

6.4 FAUCET OR FIXTURE IS LEAKING 6.6 BATHTUB OR SHOWER LEAKS

# 6.10

# CONDITION

CRACKING OR CHIPPING OF PORCELAIN, ENAMEL, ACRYLIC, SOLID COMPOSITE OR FIBREGLASS SURFACES

## Acceptable Performance/Condition

Surfaces exposed to view shall be free from visible damage at the Date of Possession.

## Warranty

First-Year - Work and Materials

• Damage resulting from normal wear and tear is excluded from the warranty.

## Action

Visible damage as a result of a defect in workmanship or material supplied by the builder shall be repaired.

## Remarks

Maintain porcelain, enamel or fiberglass surfaces in accordance with the manufacturer's instructions. Professional re-finishing of porcelain, enamel or fiberglass surfaces are acceptable repairs. The color/texture of repaired areas shall match the existing as closely as possible. A perfect match in color and/or texture cannot be guaranteed.

# See also

n/a

# CONDITION

LIGHTWEIGHT (FIBREGLASS AND ACRYLIC) BATHTUB OR SHOWER BASE FLEXES AND CREAKS

## **Acceptable Performance/Condition**

Lightweight bathtubs and showers may flex and creak when installed in accordance with Manufacturer's specifications. They shall be free from excessive and repeatable creaks that are apparent under normal use.

## Warranty

First-Year - Work and Materials

# Action

Bathtubs or showers not meeting the acceptable condition shall be repaired.

## Remarks

Fibreglass and acrylic bathtubs and shower enclosures are lightweight yet strong. Flexing or creaking sounds can often be heard especially in large soaker-type tubs as they are filled and emptied. These fixtures are designed to withstand this type of flexing; it does not generally represent a manufacturing or installation defect.

The conciliator may, at his discretion, require the builder to repair a flex or creak if deemed excessive.

#### See also

n/a

# 6.12

## CONDITION

MANUFACTURED SOLID-SURFACE COUNTERTOP (INTEGRATED BASIN) CRACKS AT THE DRAIN

## Acceptable Performance/Condition

Manufactured solid-surface countertops shall be installed to prevent stress cracking and in accordance with the manufacturer's specifications.

## Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

## Action

Manufactured solid-surface countertops not meeting the acceptable performance shall be repaired.

## Remarks

Manufactured solid-surface countertops can be brittle and damaged by impact. Over-tightening of drains or fasteners may cause stress cracks. Care should be taken when cleaning or servicing to prevent cracking or chipping.

# See also 11.9 SCRATCHES/CHIPS ON COUNTERTOPS

# CONDITION

TOILET TAKES MORE THAN ONE FLUSH TO EMPTY

## **Acceptable Performance/Condition**

Toilets (water closets) shall flush waste into the drainage system.

## Warranty

First-Year - Work and Materials

• Drain restrictions due to improper maintenance are excluded from the warranty.

## Action

Where defective installation or product is determined *repairs* shall be made.

## Remarks

Newer low-volume toilets, which are installed in new homes, use less water to flush waste than older models, making their operation more sensitive to the effects of the:

- · amount of waste
- amount of paper
- volume of water in the tank

As a result, multiple flushes may be required.

# See also

n/a

# 6.14

# CONDITION

COLOUR VARIATION IN SINKS, TUBS, TOILETS OR BIDETS (PLUMBING FIXTURES)

## Acceptable Performance/Condition

Colour shall be consistent within a fixture. However, slight colour variation from one fixture to another is acceptable.

# Warranty

First-Year – Work and Materials

## Action

Fixtures not meeting the acceptable condition shall be repaired.

## Remarks

Colours from different manufacturers and/or colours between different materials may vary (fiberglass, porcelain, plastic).

# See also

n/a

# 7. ELECTRICAL

7.1

CONDITION FUSES BLOW OR CIRCUIT BREAKERS TRIP

# Acceptable Performance/Condition

Electrical circuits shall be installed in accordance with the applicable Electrical Code in your province.

# Warranty

First-Year – Work and Materials

- Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the warranty.

## Action

Electrical circuits not meeting the acceptable performance shall be *repaired*. The conciliator may, at his discretion, require the builder to engage a licensed Electrician to verify if the system is installed and working meeting the requirements in the applicable Electrical Code.

## Remarks

Circuit breakers protect electrical wiring from overloading. Frequent tripping of circuit breakers or blown fuses could result from faulty appliances and should be investigated. Some appliances have special power requirements.

Care should be taken not to overload or bypass electrical circuits. Personal injury or fire can result. Typical household wiring is installed to accommodate residential electrical loads. Specific requirements should be discussed with the *builder* prior to installation.

7.2

# CONDITION

GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) TRIPS FREQUENTLY

## Acceptable Performance/Condition

GFCIs shall be installed in accordance with the applicable Electrical Code in your province.

## Warranty

First-Year – Work and Materials

Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

## Action

Electrical circuits protected by a GFCI not meeting the acceptable condition shall be *repaired*. The conciliator may, at his discretion, require the builder to engage a licensed Electrician to verify if the system is installed and working meeting the requirements in the applicable Electrical Code.

## Remarks

GFCIs are sensitive safety devices installed to provide protection against electrical shock, especially in wet areas. These devices can be tripped and reset easily. Frequent tripping may indicate an appliance fault and should be investigated.

GFCIs are often interconnected with plain receptacles to protect an entire circuit.

# CONDITION

ELECTRICAL OUTLETS OR SWITCHES DON'T WORK

## Acceptable Performance/Condition

Electrical outlets and switches shall be installed in accordance with manufacturer's specifications and the applicable Electrical Code in your province.

# Warranty

First-Year – Work and Materials

- Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the warranty.

# Action

Electrical outlets and switches not meeting the acceptable performance shall be *repaired*. The conciliator may, at his discretion, require the builder to engage a licensed Electrician to verify if the system is installed and working meeting the requirements in the applicable Electrical Code.

## Remarks

Check the electrical circuit panel when a receptacle or switch fails to work.

# See also

7.2 GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) TRIPS FREQUENTLY

7.4

# CONDITION

ELECTRICAL FIXTURE DOESN'T WORK

## Acceptable Performance/Condition

Electrical fixtures supplied and installed by the *builder* shall be installed in accordance with the manufacturer's specifications and the applicable Electrical Code in your province..

# Warranty

First-Year - Work and Materials

- Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.
- Secondary damage caused by defects, such as property damage or personal injury, is excluded from the warranty.

## Action

Electrical fixtures not meeting the acceptable performance shall be *repaired*. The conciliator may, at his discretion, require the builder to engage a licensed Electrician to verify if the system is installed and working meeting the requirements in the applicable Electrical Code.

## Remarks

Check the electrical circuit panel when a receptacle or switch fails to work.

# See also

7.2 GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) TRIPS FREQUENTLY 7.3 ELECTRICAL OUTLETS OR SWITCHES DON'T WORK

# CONDITION

RECEPTACLE/SWITCH COVER PLATE IS NOT FLUSH WITH THE WALL

## **Acceptable Performance/Condition**

Electrical receptacles/switches shall be installed so that the cover plate sits generally flush with the adjacent wall surface.

## Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

## Action

Receptacles/switch cover plates not meeting the acceptable condition shall be repaired.

## See also

n/a

# 7.6

# CONDITION

EXHAUST FAN DUCT TERMINATES IN ATTIC OR CRAWL SPACE

#### **Acceptable Performance/Condition**

Exhaust fans shall be ducted to the exterior in accordance with the NBC.

## Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

# Action

Exhaust fans not meeting the acceptable performance shall be repaired.

## Remarks

Exhaust fans and clothes dryers should never be ducted into heated or unheated enclosed spaces such as basements, attics and soffits, or attached garages. Moisture buildup in these areas can cause damage.

## See also

n/a

# CONDITION

INTERIOR LIGHT FIXTURE TARNISHED

#### **Acceptable Performance/Condition**

Interior light fixtures supplied and installed by the *builder* shall not tarnish.

## Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

## Action

Light fixtures not meeting the acceptable condition shall be repaired.

#### Remarks

Discolouration may occur due to the *normal* operation of the fixture. Exceeding the manufacturer's specification for bulb wattage may also cause discolouration, which is not covered by the warranty.

#### See also

n/a

# 7.8

# CONDITION

CEILING FAN VIBRATES AND IS NOISY

## **Acceptable Performance/Condition**

Ceiling fans shall be installed and maintained in accordance with the manufacturer's installation instructions.

#### Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance, *normal* wear and tear, or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

#### Action

Ceiling fans not meeting the acceptable performance shall be *repaired*.

## Remarks

Some vibration is *normal*. Ceiling fans can operate at high speeds and can become unbalanced, resulting in excessive vibration. Ceiling fans require regular maintenance.

## See also

n/a

# 8. INTERIOR CLIMATE CONTROL

# 8.1

CONDITION DRAFT FELT AT ELECTRICAL OUTLET

## **Acceptable Performance/Condition**

Electrical boxes on exterior walls that penetrate the air barrier system shall be installed to prevent air infiltration.

## Warranty

First-Year - Work and Materials

## Action

Electrical boxes not meeting the acceptable condition shall be repaired.

## Remarks

Some drafts may occur around electrical outlets or receptacles on exterior walls, particularly when it is cold or windy. Convection air movement may simulate draft conditions.

# See also

**8.7 INSUFFICIENT INSULATION** 

# 8.2

## CONDITION

EXTERIOR AIR INFILTRATION THROUGH WINDOWS AND DOORS

## **Acceptable Performance/Condition**

Windows and doors shall meet the rating for weather tightness required by the NBC.

#### Warranty

First-Year - Work and Materials

## Action

Ensure the window or door has been tested to meet the required weather tightness rating. Adjust weather stripping and/or hardware to reduce air leakage by ensuring positive contact along the weather seal.

#### Remarks

Doors and windows must be properly closed to ensure positive contact with weather stripping. Doors and windows are manufactured to meet specifications for weather tightness and are designed to withstand reasonable wind loads. Minor exterior air infiltration may occur during very windy conditions.

Weatherstripping becomes worn with use and should be inspected and replaced by the *homeowner* on a regular basis. Interior air movement caused by convection should not be confused with actual air leakage through the window and doors.

See also 8.7 INSUFFICIENT INSULATION

## CONDITION

KITCHEN OR BATH FANS ALLOW COLD AIR INFILTRATION OR DRAFTS

#### **Acceptable Performance/Condition**

Kitchen and bath exhaust fans shall be installed with back draft dampers as per manufacturer's specifications.

## Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

## Action

Kitchen and/or bath exhaust fans not meeting the acceptable condition shall be repaired.

#### Remarks

Because they are connected to the exterior by a duct, ventilation fans are indirectly open to outside air. Even though these types of fans come equipped with dampers, they are not completely effective at eliminating cold air infiltration. Sometimes they can become obstructed and not close fully.

As part of regular home maintenance, vent terminations on exterior walls should be inspected periodically to ensure the openings are not obstructed (e.g. by birds or other animals).

# See also 8.7 INSUFFICIENT INSULATION

8.4

## CONDITION

CONDENSATION IN ATTIC SPACE

#### Acceptable Performance/Condition

Condensation may occur in attics but these occurrences should be infrequent and without any adverse effect on the building.

## Warranty

First-Year – Work and Materials

• Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is excluded from the warranty.

#### Action

Adequate ventilation systems shall be installed in accordance with the NBC.

### Remarks

Attic spaces shall be ventilated in accordance with the NBC. Condensation in attics may indicate either a lack of ventilation through the attic or a source of moisture within the attic space.

## See also

8.7 INSUFFICIENT INSULATION

## CONDITION

CONDENSATION AND/OR FROST ON WINDOWS

## **Acceptable Performance/Condition**

Condensation may occur on interior window surfaces.

## Warranty

None.

• Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is excluded from the warranty.

## Action

None.

## Remarks

Condensation occurs when water vapour in indoor air contacts cool surfaces such as window glass. Condensation on interior window surfaces is common during cold seasons. When outdoor temperatures are well below freezing, ice may form at the bottom of the window.

Since it is important for *homeowners* to maintain proper humidity levels within the *home* to prevent damage to other components such as hardwood flooring and for physical health, some condensation on windows may be expected. Indoor humidity levels may be controlled by dehumidification, ventilation or air conditioning.

Interior air moving over the windows can help control condensation. Heavy draperies or window coverings that cover windows and block heat diffusers can prevent air flow.

Running the furnace fan continuously in conjunction with the principal exhaust fan or the heat recovery ventilator (HRV), can also help to control condensation on windows. See Appendix A3 "Moisture and Windows"

# See also

3.4 WINDOW GLASS AND/OR SCREEN IS DAMAGED 3.5 GLASS IS SCRATCHED 3.6 GLASS IS CRACKED 3.8 CONDENSATION FORMING BETWEEN INSULATING (FACTORY SEALED) GLASS UNIT

## 8.6

## CONDITION

CONDENSATION ON INTERIOR DUCTWORK AND AIR HANDLING EQUIPMENT

## Acceptable Performance/Condition

Condensation may occur on indoor ductwork and air handling equipment.

#### Warranty

None.

• Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is excluded from the warranty.

## Action

None.

#### Remarks

This condition may occur in the summer when air conditioning equipment is operating or in winter when ducts are chilled by incoming outdoor air. For example, condensation may occur on range hood exhaust ducts during cold outdoor temperatures.

# CONDITION

INSUFFICIENT INSULATION

## **Acceptable Performance/Condition**

Insulation shall be installed in accordance with the NBC.

## Warranty

First-Year - Work and Materials

## Action

Insulation levels not meeting the acceptable condition shall be repaired.

## Remarks

Several factors affect living space temperatures:

a) Proper installation of insulation shall include correct placement behind electrical boxes, backing studs, corner framing and wiring, and around window and door openings.

b) Directional orientation - north-facing rooms are generally cooler than south-facing rooms.

c) Windows - glass has little insulating value and allows more heat to escape from the room.

d) Rooms over garages - have insulated floors that lose heat to the unheated garage below.

e) Airflow - free airflow from the supply outlet in a room to a return inlet or undercut door is essential.

## See also

n/a

8.8

## CONDITION

HEATING, VENTILATING OR AIR CONDITIONING (HVAC) SYSTEMS NOT INSTALLED PROPERLY

## Acceptable Performance/Condition

HVAC appliances shall be installed to meet the manufacturer's specifications and the NBC. Ductwork and piping shall be joined and supported to maintain joint integrity.

#### Warranty

First-Year - Work and Materials

• Damage resulting from alterations, deletions or additions by the *homeowner*, or improper maintenance, is excluded from the warranty.

#### Action

Where *builder*-supplied and installed the systems if appliances, ductwork and piping do not meet the acceptable performance, *repairs* shall be made.

#### Remarks

Confirm proper operation of the HVAC system at the Date of Possession. System should be properly balanced at the Date of Possession. Defects discovered after the Date of Possession will be covered by the warranty if they result from the *builder*'s work. Appliances such as the furnace and water heater are located at the discretion of the *builder* within the requirements of the governing authority.

#### See also 8.9 INADEQUATE HEATING 8.10 INADEQUATE COOLING

CONDITION INADEQUATE HEATING

## Acceptable Performance/Condition

Heating systems shall be capable of maintaining an indoor air temperature of:

a) 22°Č in living spaces and

b) 18°C in unfinished basements

c) 15°C in crawl spaces;

at the design temperature for the geographical location.

## Warranty

First-Year - Work and Materials

• Damage resulting from alterations, deletions or additions made by the *homeowner* and from improper maintenance is excluded from the warranty.

## Action

Where the heating system is not capable of maintaining the prescribed temperature, repairs shall be made.

### Remarks

Several factors affect living space temperatures:

- a) Directional orientation north-facing rooms are generally cooler than south-facing rooms.
- b) Windows glass has little insulating value and allows more heat to escape from the room.
- c) Rooms over garages have insulated floors that lose heat to the unheated garage below.
- d) Airflow free airflow from the supply outlet in a room to a return inlet or undercut door is essential.
- e) Personal preference personal comfort differs between individuals.

f) Use of programmable thermostats.

Balancing the air delivery system may not completely compensate for the effects of these factors. In determining the temperature of a room, measurements shall be taken in the center of the room at 5 feet (1.5m) above the floor after the heating system has been running continuously for at least 20 minutes. Heat loss calculations and duct designs assist in determining the furnace size and adequacy of the heating system.

#### See also

8.8 HEATING, VENTILATING OR AIR CONDITIONING (HVAC) SYSTEMS NOT INSTALLED PROPERLY

CONDITION INADEQUATE COOLING

## **Acceptable Performance/Condition**

Cooling systems shall be capable of maintaining an indoor air temperature of 24°C at the design temperature for the geographical location.

## Warranty

First-Year - Work and Materials

• Defects in materials, design and work supplied by the *homeowner*, and damage resulting from improper maintenance, or from alterations, deletions or additions made by the *homeowner* are excluded from the warranty.

## Action

Where builder-supplied and installed appliances, ductwork and piping do not meet the acceptable performance, repairs shall be made.

#### Remarks

Sustained high outdoor temperatures exert large loads on cooling equipment; indoor temperatures will rise until outdoor temperatures return to design levels. Skylights and large window areas can allow sunlight and heat to transfer easily into the *home*. Temperatures tend to vary in a multi-storey *home* due to *normal* air movement patterns. Heat gain calculations and duct designs assist in determining the equipment size and adequacy of the cooling system. Cooling is not a requirement of the NBC.

## See also

8.8 HEATING, VENTILATING OR AIR CONDITIONING (HVAC) SYSTEMS NOT INSTALLED PROPERLY 8.16 AIR CONDITIONING COOLANT LINE LEAKS

8.11

CONDITION NOISY DUCTWORK

# **Acceptable Performance/Condition**

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

Warranty None.

Action None.

Remarks None.

**See also** n/a

## CONDITION

DUCTWORK MAKES NOISE WHEN FLOOR IS WALKED ON- COMMONLY KNOWN AS "OIL CANNING"

## Acceptable Performance/Condition

Ductwork shall be constructed and installed to prevent "oil canning".

## Warranty

First-Year - Work and Materials

• Damage due to *normal* shrinkage of materials caused by drying after construction is not covered by the warranty.

## Action

Ductwork not meeting the acceptable performance shall be repaired.

#### Remarks

Weight transfer on floors over metal ductwork can sometimes result in a temporary deflection of the metal ductwork. Shrinkage of floor joists may cause "oil canning".

#### See also

n/a

## 8.13

**CONDITION** NOISE CAN BE HEARD AT REGISTER

## **Acceptable Performance/Condition**

Floor registers and cold air return grilles shall be installed to prevent rattling.

#### Warranty

## First-Year - Work and Materials

Damage resulting from improper maintenance or from additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

## Action

Floor registers or cold air return grilles not meeting the acceptable condition shall be repaired.

## Remarks

The sound of air movement at floor registers or cold air return grilles is *normal*, but they should not rattle under *normal* use.

# See also

8.11 NOISY DUCTWORK

CONDITION DUCTWORK COMES APART

## Acceptable Performance/Condition

Ductwork shall be joined and supported to prevent separation or detachment and maintain joint integrity.

#### Warranty

First-Year – Work and Materials

• Damage resulting from improper maintenance or from additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

## Action

Ductwork not meeting the acceptable condition shall be repaired.

#### Remarks

None.

#### See also

n/a

# 8.15

CONDITION

CONDENSATE LINE IS BLOCKED

#### **Acceptable Performance/Condition**

Condensate lines from furnaces, air conditioning condenser coils and heat recovery ventilators shall be free from blockage.

#### Warranty

First-Year - Work and Materials

Damage resulting from normal wear and tear or improper maintenance is excluded from the warranty.

#### Action

Condensate lines not meeting the acceptable condition shall be repaired.

# Remarks

Condensate lines should be inspected and cleaned as part of regular home maintenance.

#### See also

n/a

## CONDITION

AIR CONDITIONING COOLANT LINE LEAKS

## **Acceptable Performance/Condition**

Air conditioning systems supplied and installed by the *builder* shall not leak.

## Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance, or from additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

## Action

Air conditioning systems not meeting the acceptable condition shall be repaired.

#### Remarks

None.

#### See also 8.10 INADEQUATE COOLING

## 8.17

## CONDITION

THERE ARE GAPS BETWEEN HEAT DIFFUSERS, COLD AIR RETURN GRILLES AND VENTILATION GRILLES AND THE ADJACENT SURFACE

## Acceptable Performance/Condition

Heat diffusers, cold air return grilles and ventilation intake grilles shall be installed securely and be generally flush with the adjacent surface. Minor gaps between the diffuser or grille and the adjacent surface are acceptable.

#### Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance, or from additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

## Action

Heat diffusers, cold air return grilles and ventilation grilles not meeting the acceptable condition shall be *repaired*.

Remarks

None.

See also n/a

# 9. WALL AND CEILING FINISH

9.1

#### CONDITION CEILING IS UNEVEN

## **Acceptable Performance/Condition**

Within a room or space, ceilings shall appear uniform when viewed from a *normal* viewing position under *normal* lighting conditions. Where an isolated sag, bulge or area of waviness appears and is not a structural problem shall not exceed ¼ inch (6mm) in any 32 inches (813 mm).

## Warranty

First-Year - Work and Materials

• Undulations caused by *normal* shrinkage of materials due to drying after construction are excluded from the warranty.

## Action

Sags or waves in ceilings greater than the acceptable performance shall be repaired.

## Remarks

Even when installed according to the NBC, it is not unusual to see undulation in drywalled ceilings due to joint finishing. This occurrence can be exaggerated by particular or critical lighting conditions and glossy finishes. Spray-applied textures and matte finishes minimize this condition.

Some undulations may also be caused by truss uplift and applying ceiling drywall over major structural components such as beams. See section 9.5 Ceiling/Wall Joint Separation Commonly Referred to as "Truss Uplift".

## See also

9.2 CEILING TEXTURE IS UNEVENLY APPLIED 9.3 GYPSUM WALLBOARD CORNERS ARE UNEVEN 9.5 CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS "TRUSS UPLIFT"

## 9.2

## CONDITION

CEILING TEXTURE IS UNEVENLY APPLIED

### Acceptable Performance/Condition

In a room or area, applied ceiling texture (i.e. stipple) shall appear generally uniform when viewed from a *normal* viewing position under *normal* lighting conditions.

## Warranty

First-Year - Work and Materials

## Action

Ceiling texture not meeting the acceptable condition shall be repaired.

#### Remarks

Minor variation in texture is *normal* with randomly applied finishing materials.

## See also

9.1 CEILING IS UNEVEN

## CONDITION

GYPSUM WALLBOARD CORNERS ARE UNEVEN

## **Acceptable Performance/Condition**

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

## Warranty

First-Year - Work and Materials

## Action

Joints not meeting the condition shall be *repaired*.

## Remarks

Minor waviness may be more apparent in corners that are not right-angled and is acceptable.

## See also

3.1 WALL IS OUT OF PLUMB 3.2 WALL IS BOWED

## 9.4

## CONDITION

CRACKS IN INTERIOR WALL AND CEILING SURFACES

## Acceptable Performance/Condition

Interior drywall shall be installed to minimize cracking of joints, corners and corner beads.

## Warranty

First-Year - Work and Materials

• Hairline cracks resulting from normal shrinkage of materials due to drying after possession are common in gypsum wallboard. Cracks in excess of 1/16 inch (1.5 mm) shall be repaired.

## Action

Only warranted cracks shall be *repaired* and refinished to match original *builder*-applied finish as closely as possible.

#### Remarks

Cracks are not unusual in drywall compound at joints, particularly at corners. Most cracks are a result of *normal* shrinkage and are generally not warranted. The *repair* of *normal* shrinkage cracks is at the *builder's* discretion and sanding and repainting is not required. *Builder's* specific policies with respect to drywall *repair* will vary. These *repairs* are best left until the framing has settled.

#### See also

9.5 CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS "TRUSS UPLIFT"

## CONDITION

CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS "TRUSS UPLIFT"

## Acceptable Performance/Condition

Cracks resulting from normal shrinkage are acceptable; cracks as a result of truss uplift are not acceptable.

#### Warranty

First-Year - Work and Materials

• Cracks resulting from *normal* shrinkage of materials caused by drying after construction are excluded from the warranty.

#### Action

Cracks as a result of truss uplift shall be *repaired* and refinished to match original *builder*-applied finish as closely as possible.

### Remarks

Truss uplift may occur when outdoor temperatures are considerably colder than indoor temperatures. It can appear as a minor crack or a larger gap. *Repairs* should be deferred until such time as the truss returns to its original position.

#### See also

9.4 CRACKS IN INTERIOR WALL AND CEILING SURFACES

#### 9.6

#### CONDITION

DRYWALL SURFACE BLEMISHES INCLUDING NAIL/SCREW POPS, CRACKS, BLISTERS IN TAPED JOINTS

#### **Acceptable Performance/Condition**

Slight imperfections such as nail pops, seam lines and cracks (width less than 1/16"/ 1.5mm) are common in gypsum wallboard installation.

#### Warranty

First-Year - Work and Materials

• Blemishes readily noticeable when viewed under *normal* lighting conditions from a *normal* viewing position 6 feet (1.8mm) perpendicular distance from the wall surface are unacceptable (excluding garages and unfinished areas).

#### Action

*Builder* will *repair* warranted drywall surface damages, one time only, during the first year. The *repair* procedure shall include preparation of *repaired* areas for painting, but does not include painting. The conciliator may, at their discretion, require the *builder* to repaint if the blemishes are deemed excessive. The conciliator shall determine based on 12 nail pops per 100sq. ft. (10m<sup>2</sup>) whether or not repainting of the entire area is necessary.

Remarks

None

See also

9.4 CRACKS IN INTERIOR WALL AND CEILING SURFACES 9.5 CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS "TRUSS UPLIFT"

## CONDITION

FINISH OF PAINTED GYPSUM WALLBOARD (DRYWALL) VARIES

## **Acceptable Performance/Condition**

Variations in the surface texture of finished gypsum wallboard (drywall) are normal.

## Warranty

None.

# Action

None.

## Remarks

Wall and ceiling surfaces of gypsum wallboard consist of paper and joint compound. These materials accept paint finishes differently. Variations in texture of the final paint finish in the area of joints and fasteners may result and are *normal*.

## See also

9.2 CEILING TEXTURE IS UNEVENLY APPLIED 9.8 FINISHED SURFACE IS ROUGH

# 9.8

# CONDITION

FINISHED SURFACE IS ROUGH

## Acceptable Performance/Condition

Surfaces that are touched during *normal* use shall be uniformly *smooth*. Surfaces not touched during *normal* use shall appear *smooth* when viewed without magnification, from a minimum distance of 6 feet (1.8 m) under *normal* lighting conditions and from a *normal* viewing position.

#### Warranty

First-Year - Work and Materials

## Action

Surfaces not meeting the acceptable condition shall be made *smooth* and refinished.

## Remarks

The open grain in some wood surfaces tends to show a rough appearance yet feel *smooth*; this is a natural property of wood and is acceptable.

## See also

9.7 FINISH OF PAINTED GYPSUM WALLBOARD (DRYWALL) VARIES

# CONDITION

PAINT FINISH IS UNACCEPTABLE

## **Acceptable Performance/Condition**

A *properly painted surface* shall be produced on every exposed surface where a painted finish is specified. A *properly painted surface* shall be assessed by viewing, without magnification, from a minimum perpendicular distance of 6 feet (1.8 m) under *normal* lighting conditions and from a *normal* viewing position.

## Warranty

First-Year - Work and Materials

• Damage resulting from normal wear and tear are excluded from the warranty.

## Action

Where a properly painted surface is not achieved repairs shall be made.

#### Remarks

Natural lighting conditions throughout the day may change the appearance of the *properly painted surface*. Brush marks are acceptable in cut-in areas and on trim and may vary in appearance with paint type. Repainted areas shall match the original finished surface for colour, sheen and texture as closely as possible.

#### See also

9.7 FINISH OF PAINTED GYPSUM WALLBOARD (DRYWALL) VARIES 9.8 FINISHED SURFACE IS ROUGH 10.20 INTERIOR DOOR EDGE IS NOT PAINTED

## 9.10

CONDITION CLEAR INTERIOR FINISHES HAVE DETERIORATED

## Acceptable Performance/Condition

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

#### Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear is excluded from the warranty.

## Action

Clear finishes not meeting the acceptable performance shall be *repaired*.

#### Remarks

Use of inappropriate household cleaners can sometimes contribute to discolouration and premature deterioration of finishes.

# See also

9.12 WALL COVERING IS PEELING

## CONDITION

PAINT IS SPLATTERED ON SURFACES NOT INTENDED TO BE PAINTED

#### **Acceptable Performance/Condition**

Interior surfaces not intended to be painted shall not have paint splatters when viewed under *normal* lighting conditions from a *normal* viewing position.

#### Warranty

First-Year - Work and Materials

## Action

Surfaces not meeting acceptable condition shall be repaired.

# Remarks

None.

## See also

n/a

# 9.12

## CONDITION WALLCOVERING IS PEELING

## **Acceptable Performance/Condition**

Wallcoverings shall not be peel. This condition is warranted only where a defect in work or material is demonstrated.

#### Warranty

First-Year - Work and Materials

- Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation is excluded from the warranty.
- Additions, deletions or alterations by the *homeowner* are not covered by the warranty.

#### Action

Wallcoverings not meeting the acceptable condition shall be repaired.

### Remarks

High humidity levels can create conditions that can cause wallcoverings to peel. Ventilation of rooms and spaces can help control indoor humidity.

## See also

9.10 CLEAR INTERIOR FINISHES HAVE DETERIORATED

## CONDITION

PATTERNS IN WALLCOVERING ARE MISMATCHED AT THE EDGES

## Acceptable Performance/Condition

Wallcoverings shall be installed to achieve a generally uniform appearance when viewed under *normal* lighting conditions and from a *normal* viewing position, within the manufacturer's tolerances.

## Warranty

First-Year - Work and Materials

• Additions, deletions or alterations by the *homeowner* are not covered by the warranty.

## Action

Wall coverings not meeting the acceptable condition shall be repaired.

#### Remarks

Some wall coverings are more difficult to match than others due to pattern, colour and texture.

#### See also

9.7 FINISH OF PAINTED GYPSUM WALLBOARD (DRYWALL) VARIES 9.8 FINISHED SURFACE IS ROUGH 9.9 PAINT FINISH IS UNACCEPTABLE

## 9.14

#### CONDITION

WATER PENETRATION BEHIND CERAMIC TILE AND BATHTUB OR SHOWER ENCLOSURES

## Acceptable Performance/Condition

Joints between ceramic tiles and adjacent surfaces shall prevent water penetration.

#### Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance and normal wear and tear is excluded from the warranty.

#### Action

Ceramic tile installation not meeting the acceptable performance shall be *repaired*.

#### Remarks

The owner must regularly inspect and maintain the "soft caulked joints" between the ceramic tiles and adjacent surfaces. Grout joints between individual ceramic tiles may deteriorate over time under *normal* use; periodic maintenance is required.

# See also

6.6 BATHTUB OR SHOWER LEAKS

## **10. INTERIOR FINISH**

10.1

CONDITION INTERIOR DOOR IS WARPED

## Acceptable Performance/Condition

Interior doors leading to rooms or spaces shall not permanently warp more than ¼ inch (6 mm) beyond the edge of the doorjamb when the door is closed. In the case of double doors, one leaf shall not permanently warp more than ¼ inch (6 mm) beyond the face of the adjacent door leaf.

## Warranty

First-Year - Work and Materials

• Damage caused by *normal* shrinkage of materials due to drying after construction is excluded from the warranty.

## Action

Doors not meeting the acceptable condition shall be repaired.

#### Remarks

Minor warping is *normal*. Interior wood doors are a natural product and are affected by changes in indoor relative humidity, which may contribute to the warping of the door. *Normal* home maintenance includes controlling indoor humidity levels to prevent permanent warping.

## See also

10.3 POCKET DOOR RUBS 10.6 DOOR DRAGS ON THE FLOOR

10.2

## CONDITION

BI-FOLD AND SLIDING DOORS COME OFF TRACKS

#### Acceptable Performance/Condition

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

#### Warranty

First-Year - Work and Materials

• Damage resulting from normal wear and tear or improper maintenance is excluded from the warranty.

#### Action

Doors not meeting the acceptable performance shall be repaired.

#### Remarks

Bi-fold and sliding doors may require adjustment from time to time to maintain alignment and hardware may need to be cleaned and lubricated as part of *normal* home maintenance.

#### See also

3.18 SLIDING DOOR SCREEN WILL NOT STAY ON TRACK OR SLIDING DOOR DOES NOT ROLL SMOOTHLY

# 

POCKET DOOR RUBS

## Acceptable Performance/Condition

The face of a pocket door shall not rub against the surrounding framing, doorjamb or casing during *normal* operation.

## Warranty

First-Year - Work and Materials

• Damage resulting from normal wear and tear and improper maintenance is excluded from the warranty.

## Action

Doors not meeting the acceptable performance shall be repaired.

#### Remarks

Some pocket doors require the use of guides that are designed to rub across the face of the door during *normal* operation and may mark the door; this is acceptable.

Pocket doors may require adjustment from time to time and hardware may need to be cleaned and lubricated.

#### See also

10.1 INTERIOR DOOR IS WARPED 10.6 DOOR DRAGS ON THE FLOOR

10.4

#### CONDITION DOOR RUBS ON THE DOORJAMB OR DOES NOT LATCH

#### Acceptable Performance/Condition

Doors shall operate without rubbing on the doorjamb and latches shall engage with relative ease.

#### Warranty

First-Year - Work and Materials

• Damage resulting from normal wear and tear and improper maintenance is excluded from the warranty.

## Action

Doors and latches not meeting the acceptable performance shall be repaired.

## Remarks

Slight pressure may be required to engage the latch. Seasonal humidity levels may cause doors and jambs to swell, resulting in temporary rubbing; this is acceptable.

#### See also

10.1 INTERIOR DOOR IS WARPED 10.3 POCKET DOOR RUBS

CONDITION

WOOD DOOR PANEL HAS SPLIT

## Acceptable Performance/Condition

Cracks, where *normal* light is *visible* through the door, are not acceptable. Minor cracks that do not allow light through the door are acceptable.

# Warranty

First-Year - Work and Materials

• Damage resulting from normal shrinkage due to drying after construction is excluded from the warranty.

## Action

Door panels not meeting the acceptable performance shall be repaired.

## Remarks

None.

#### See also

n/a

## 10.6

CONDITION DOOR DRAGS ON THE FLOOR

#### **Acceptable Performance/Condition**

Doors shall not contact the floor unless the door is specifically designed to do so.

#### Warranty

First-Year - Work and Materials

• Defects in materials, design and work supplied by the homeowner are excluded from the warranty.

#### Action

Doors not meeting the acceptable performance shall be repaired.

Remarks

Interior doors are typically undercut to facilitate air movement through the house.

See also

10.1 INTERIOR DOOR IS WARPED 10.4 DOOR RUBS ON THE DOORJAMB OR DOES NOT LATCH

## CONDITION

GAP BETWEEN THE DOOR AND THE DOORJAMB IS NOT UNIFORM

## Acceptable Performance/Condition

The width of the gap may vary on different sides or edges of the door. On any specific side or edge of the door, the door and jamb shall be in general visual alignment; variance in the gap shall not exceed double the narrowest dimension along that side or edge.

# Warranty

First-Year - Work and Materials

• Damage resulting from *normal* shrinkage of materials due to drying after construction is excluded from the warranty.

#### Action

Doors not meeting the acceptable performance shall be repaired.

## Remarks

None.

See also 10.1 INTERIOR DOOR IS WARPED 10.4 DOOR RUBS ON THE DOORJAMB OR DOES NOT LATCH

# 10.8

# CONDITION

INTERIOR DOOR SWINGS OPEN OR CLOSES BY ITSELF

## **Acceptable Performance/Condition**

Interior doors shall be installed sufficiently plumb and square so they do not swing by themselves due to the force of gravity alone.

#### Warranty

First-Year - Work and Materials

• Damage resulting from alterations, deletions or additions by the *homeowner* is excluded from the warranty.

#### Action

Doors not meeting the acceptable performance shall be repaired.

#### Remarks

Doors will swing open or closed by the force of gravity if the hinges are not aligned plumb.

### See also

10.1 INTERIOR DOOR IS WARPED

## CONDITION

DOORS BIND FROM IMPROPERLY INSTALLED HINGES

#### **Acceptable Performance/Condition**

Doors shall not bind on their hinges.

## Warranty

First-Year - Work and Materials

## Action

Doors not meeting the acceptable performance shall be repaired.

## Remarks

Hinges that are not aligned or are excessively recessed into the jamb or door may cause the door to bind; this is not acceptable.

## See also

10.4 DOOR RUBS ON THE DOORJAMB OR DOES NOT LATCH

## 10.10

## CONDITION HINGES ARE PAINTED

#### **Acceptable Performance/Condition**

Unless specified in the Agreement of Purchase and Sale or *contract*, hinges may be painted. Paint shall not interfere with the proper operation of the hinges.

#### Warranty

First-Year - Work and Materials

• Damage resulting from alterations, deletions or additions by the *homeowner* is excluded from the warranty.

## Action

Hinges not meeting the acceptable performance shall be repaired.

#### Remarks

It is common to paint hinges the same colour as the doorjamb.

## See also

n/a

# CONDITION

GAPS EXIST BETWEEN STAIR PARTS

## **Acceptable Performance/Condition**

Stair parts (risers, treads, and stringers), where exposed to view in finished areas, shall be fitted to minimize gaps, having aligned surfaces or be filled with a compatible material to achieve the same result.

## Warranty

First-Year - Work and Materials

• Damage caused by *normal* shrinkage of materials due to drying after construction is excluded from the warranty.

## Action

Stairs not meeting the acceptable condition shall be repaired.

#### Remarks

Stair parts do not include applied trim and moulding. See section 10.15 "Joint Quality of Interior Trim and Moulding Work".

#### See also

10.15 JOINT QUALITY OF INTERIOR TRIM AND MOULDING WORK

## 10.12

## CONDITION

SQUEAKING STAIR RISER OR TREAD

## Acceptable Performance/Condition

Stair risers and treads shall be free of excessive and repeatable squeaks caused by loose/inadequately fastened joints.

#### Warranty

First-Year - Work and Materials

• Squeaks caused by *normal* shrinkage of materials due to drying after construction, improper maintenance or *normal* wear and tear to the stair are excluded from the warranty.

#### Action

Loose/inadequately fastened risers and treads shall be repaired.

## Remarks

Extended low-humidity indoor environments can cause excessive shrinkage in the wood resulting in loose stair connections. The *homeowner* must maintain indoor humidity levels to prevent excessive drying of materials. A squeak-free stair may not be attainable.

#### See also

n/a

## CONDITION

GAPS EXIST BETWEEN RAILING PARTS

## **Acceptable Performance/Condition**

Railing parts shall be fitted to minimize gaps; structural integrity of the joint shall not be affected by minor gaps.

## Warranty

First-Year - Work and Materials

• Gaps resulting from *normal* shrinkage of materials due to drying after construction are excluded from the warranty.

## Action

Railings not meeting the acceptable condition shall be repaired.

#### Remarks

Minor gaps may exist due to different methods of fabrication of the railing.

#### See also

n/a

# 10.14

CONDITION

STAIR RAILINGS LACK RIGIDITY

## Acceptable Performance/Condition

Stair railings shall be securely constructed in accordance with the NBC.

## Warranty

First-Year - Work and Materials

## Action

Stair railings not meeting the acceptable condition shall be repaired.

## Remarks

Even when installed in accordance with the NBC, slight movement in stair railings may occur under *normal* use and is acceptable.

The selection of materials and the design of the stair railing can affect rigidity.

## See also

n/a

## CONDITION

JOINT QUALITY OF INTERIOR TRIM AND MOULDING WORK

## Acceptable Performance/Condition

Joints in trim, where exposed to view, shall be tightly fitted and have aligned surfaces or be filled with a compatible material to achieve the same result; cracks in excess of 1/16 inch (1.5 mm) are not acceptable.

# Warranty

First-Year - Work and Materials

• Minor gaps caused by *normal* shrinkage of materials due to drying after Date of Possession are excluded from the warranty.

#### Action

Joints not meeting the acceptable condition shall be repaired.

## Remarks

None.

See also 10.11 GAPS EXIST BETWEEN STAIR PARTS 10.17 INTERIOR TRIM IS SPLIT

# 10.16

## CONDITION

NAILHEADS AND FASTENERS ARE NOT PROPERLY SET OR FILLED

## **Acceptable Performance/Condition**

Nailheads and fasteners shall not protrude above the surface. Where nailheads and fasteners have been set below the surface they shall be filled with compatible filler unless designed otherwise. Filler may be noticeable under *normal* lighting conditions.

#### Warranty

First-Year - Work and Materials

#### Action

Nailheads and fasteners not meeting the acceptable condition shall be repaired.

## Remarks

This does not apply in unfinished rooms or spaces.

## See also

n/a

CONDITION INTERIOR TRIM IS SPLIT

**Acceptable Performance/Condition** 

Trim shall not have visible splits.

## Warranty

First-Year - Work and Materials

• Damage caused by *normal* shrinkage of materials due to drying after construction is excluded from the warranty.

## Action

Trim not meeting the acceptable condition shall be repaired.

## Remarks

Filler may be used to repair splits.

#### See also

10.15 JOINT QUALITY OF INTERIOR TRIM AND MOULDING WORK

## 10.18

CONDITION RESIN BLEEDING THROUGH PAINTED FINISH

## Acceptable Performance/Condition

Resin shall not bleed through painted finish on trim.

## Warranty

First-Year - Work and Materials

## Action

Painted finishes not meeting the acceptable condition shall be repaired.

## Remarks

The extent of resin bleeding, while a natural characteristic of wood, can be controlled.

# See also

n/a

## CONDITION

WALL AREA AROUND COLD ROOM DOOR IS UNFINISHED

## **Acceptable Performance/Condition**

Where the cold room is located in an unfinished basement, wall finish around the door is not required.

#### Warranty

First-Year - Work and Materials

• Damage resulting from alterations, deletions or additions made by the *homeowner* is excluded from the warranty.

## Action

Where the wall finish is not installed, no action is required.

#### Remarks

The door frame must be secured to operate properly and be installed to meet the NBC requirements for insulation, air and vapour barriers and weatherstripping.

#### See also

n/a

# 10.20

CONDITION INTERIOR DOOR EDGE IS NOT PAINTED

#### Acceptable Performance/Condition

Where an interior door is intended to be painted and the door edges are visible, they shall also be painted.

#### Warranty

First-Year - Work and Materials

#### Action

Where visible door edges are not painted they shall be repaired.

#### Remarks

Where doors can be viewed from other levels (e.g. landings, platforms, stairs), all visible surfaces shall be painted. This condition does not apply to situations relating to custom finishes.

For more information on properly painted surfaces, refer to 9.9 "Paint Finish is Unacceptable".

## See also

9.9 PAINT FINISH IS UNACCEPTABLE.

## CONDITION

STAIRS, TREADS AND/OR LANDINGS ARE OUT OF LEVEL

#### **Acceptable Performance/Condition**

Stairs shall be installed in accordance with the NBC.

## Warranty

First-Year - Work and Materials

#### Action

Stairs not meeting the acceptable performance condition shall be repaired.

## Remarks

None.

## See also

n/a

#### 10.22

## CONDITION

A GAP EXISTS BETWEEN THE UNDERSIDE OF THE BASEBOARD AND A HARD, UNIFORM SURFACE FLOOR

## Acceptable Performance/Condition

Baseboards shall be installed generally flush. Gaps exceeding 1/8 inch (3 mm) against uniform, hard floors, such as hardwood, laminate, uniform ceramic, and resilient flooring, are considered excessive.

Warranty

First-Year - Work and Materials

### Action

Baseboards that do not meet the acceptable performance condition shall be repaired.

#### Remarks

The finishing carpenter may lift the baseboard to create a more uniform appearance against hard surface floors with non-uniform finishes (e.g., slate and deeply textured ceramic tiles). In such instances, the variance along the bottom of the baseboard is not considered a defect.

Non-uniform floors, such as slate or deeply textured tiles, may exhibit gaps; this is acceptable.

## See also

n/a

# **11. CABINETS AND COUNTERTOPS**

## 11.1

## CONDITION

GAP BETWEEN CABINETS AND CEILINGS OR WALLS

## **Acceptable Performance/Condition**

Cabinets shall be fitted to each other. Where cabinets abut walls and ceilings, *visible* gaps in excess of 1/8 inch (3 mm) are not acceptable. Exception made when gap is the result of "truss uplift".

## Warranty

First-Year - Work and Materials

• Damage resulting from *normal* shrinkage of materials due to drying after construction is excluded from the warranty.

## Action

Cabinets not meeting the acceptable condition shall be repaired.

#### Remarks

It is common to have gaps where cabinets meet different materials. Occasionally a gap will appear above the upper kitchen cabinets that are installed at ceiling height. This is often caused by "truss uplift", where the ceiling rises slightly in the winter months. This type of gap should normally be addressed by repairing the cause of the "truss uplift".

#### See also

9.5 CEILING/WALL JOINT SEPARATION COMMONLY REFERRED TO AS "TRUSS UPLIFT"

#### 11.2

## CONDITION

CABINETS DO NOT LINE UP WITH EACH OTHER

#### **Acceptable Performance/Condition**

Cabinets shall be aligned with adjacent cabinets and filler panels on the same level to provide a generally uniform appearance when viewed from a *normal* viewing position.

#### Warranty

First-Year - Work and Materials

• Damage due to *normal* wear and tear is excluded from the warranty.

#### Action

Cabinets not meeting the acceptable condition shall be repaired.

## Remarks

Cabinet doors can become misaligned through *normal* use. *Normal* home maintenance includes adjusting the cabinet doors from time to time.

# See also

n/a

#### CONDITION

CABINET DOORS AND DRAWER FACES ARE WARPED

#### **Acceptable Performance/Condition**

Cabinet doors and drawer faces shall not permanently warp. Warpage not to exceed ¼ inch (6 mm) as measured from face frame or box edge to point of furthermost warpage with door or drawer front in a closed position.

## Warranty

First-Year - Work and Materials

#### Action

Cabinet doors and drawer faces not meeting the acceptable condition shall be repaired or replaced.

#### Remarks

Humidity levels in the *home* affect cabinet doors and drawer faces made from natural wood products. Proper care of the cabinets and attention to appropriate indoor air relative humidity levels will help minimize this impact. However wood movement cannot be completely eliminated and some movement can be expected.

#### See also

APPENDICES - A5. Moisture in Cabinets and Maintenance

## 11.4

## CONDITION

CABINET DOOR OR DRAWER BINDS OR RUBS

#### **Acceptable Performance/Condition**

Cabinet doors and drawers shall be installed so they don't bind or rub under normal use.

#### Warranty

First-Year - Work and Materials

• Damage resulting from normal wear and tear or improper maintenance is excluded from the warranty.

#### Action

Doors and drawers not meeting the acceptable condition shall be *repaired*. If a professional installer has attempted to correct the alignment and if cabinet doors and drawers still do not meet the acceptable condition, then they shall be replaced.

#### Remarks

Cabinet doors and drawers can become misaligned through *normal* use and/or drying out of the homes' wood structure. *Normal* home maintenance includes adjusting the cabinet doors and drawers from time to time.

## See also 11.3 CABINET DOORS AND DRAWER FACES ARE WARPED

CONDITION

CABINET DOORS WILL NOT STAY CLOSED

## Acceptable Performance/Condition

Doors shall stay in position when closed.

## Warranty

First-Year - Work and Materials

• Damage resulting from normal wear and tear or improper maintenance is excluded from the warranty.

## Action

Doors not meeting the acceptable condition shall be repaired.

## Remarks

Cabinet doors can become misaligned through *normal* use; *normal* home maintenance includes adjusting the cabinet doors from time to time.

#### See also

11.3 CABINET DOORS AND DRAWER FACES ARE WARPED 11.4 CABINET DOOR OR DRAWER BINDS OR RUBS

## 11.6

#### CONDITION

LAMINATED COUNTERTOP (INCLUDING SEAMS, JOINTS OR EDGES) HAS SWELLED

#### Acceptable Performance/Condition None

Warranty None

# Action

None

## Remarks

Countertops are susceptible to damage from standing water. Care must be taken to ensure that countertops are kept free of standing water at joints and openings at sinks and faucets.

#### See also

11.7 LAMINATED COUNTERTOP IS DELAMINATED 11.8 CRACKS IN COUNTERTOP SURFACES

## CONDITION

LAMINATED COUNTERTOP IS DELAMINATED

## Acceptable Performance/Condition

The surface of laminated countertops shall not delaminate.

## Warranty

First-Year - Work and Materials

• Damage resulting from normal wear and tear and improper maintenance is excluded from the warranty.

## Action

Countertops not meeting the acceptable condition shall be repaired.

#### Remarks

Delamination can be caused by excessive heat from appliances and cooking equipment. Countertops are susceptible to damage from standing water. Care must be taken to ensure that countertops are kept free of standing water at joints and openings at sinks and faucets.

#### See also

11.6 LAMINATED COUNTERTOP (INCLUDING SEAMS, JOINTS OR EDGES) HAS SWELLED 11.8 CRACKS IN COUNTERTOP SURFACES

## 11.8

CONDITION CRACKS IN COUNTERTOP SURFACES

## Acceptable Performance/Condition

Countertop surfaces exposed to view shall be free from cracks. Joints and naturally occurring fissures in natural material are not considered to be cracks.

#### Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear is excluded from the warranty.

#### Action

Countertops not meeting the acceptable condition shall be repaired.

#### Remarks

Damaged countertops may be excluded from the warranty, unless the *homeowner* is able to establish that the damage was caused by the *builder*. Solid-surface countertops can be brittle and damaged by impact.

Care should be taken when cleaning or servicing to prevent cracking or chipping. Sitting or dropping heavy objects on the countertop can create excessive loads that can cause cracking.

#### See also

11.6 LAMINATED COUNTERTOP (INCLUDING SEAMS, JOINTS OR EDGES) HAS SWELLED11.7 LAMINATED COUNTERTOP IS DELAMINATED11.10 SEAMS (JOINTS) IN STONE COUNTETOPS ARE TOO WIDE OR OPEN11.11 SURFACE PITS, FISSURES OR VEINS IN NATURAL STONE COUNTERTOPS

## CONDITION

SCRATCHES/CHIPS ON COUNTERTOPS

## **Acceptable Performance/Condition**

Countertop surfaces exposed to view shall be free from visible damage.

## Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear is excluded from the warranty.

## Action

Visible damage shall be repaired.

## Remarks

Damaged countertops may be excluded from the warranty, unless the *homeowner* is able to establish that the damage was caused by the *builder*. Maintain countertop surfaces in accordance with the manufacturer's instructions.

## 11.10

## CONDITION

SEAMS (JOINTS) IN STONE COUNTERTOPS ARE TOO WIDE OR OPEN

## Acceptable Performance/Condition

Joints in stone countertops shall be filled and sealed to provide a continuous finished surface. Loose or missing filler is unacceptable.

## Warranty

First-Year - Work and Materials

• Cracks resulting from *normal* shrinkage of materials caused by drying after construction are excluded from the *warran*ty.

#### Action

Countertops not meeting the acceptable condition shall be repaired.

#### Remarks

Joints in stone countertops can be factory made (pre-assembled) or loose joints (site-assembled). Both types of joints can be found in single installations and may be necessary due to access or transportation restrictions, countertop layout, weight and slab size limitations. Seams are a common occurrence in the manufacturing process.

Manufacturers try to incorporate seams in locations suitable to the cabinetry layout or based on best use of the natural material determined by the installer.

Loose joints can be filled with epoxy or other suitable material in a matching colour to the stone. The visibility of joints will depend on the stone's granularity, colour and pattern, as well as the lighting conditions in the room.

Stone countertops are sealed at the time of installation and require regular re-applications as part of home maintenance. Sealers are applied to prevent deep stains within the stone, which are difficult and sometimes impossible to remove, but do not necessarily protect the countertop from surface stains. Stones are porous materials; therefore, any spilled substances require immediate attention.

See also

11.8 CRACKS IN COUNTERTOP SURFACES 11.11 SURFACE PITS, FISSURES OR VEINS IN NATURAL STONE COUNTERTOPS

## CONDITION

SURFACE PITS, FISSURES OR VEINS IN NATURAL STONE COUNTERTOPS

#### Acceptable Performance/Condition

Surface pits, fissures or veins in stone countertops are typical characteristics of quarried materials and are acceptable.

#### Warranty

None.

# Action

None.

#### Remarks

Quarried stone is a product of nature and is not subject to the rules of consistency that apply to manufactured materials. Pits and fissures as well as variations in tonal qualities, veining and shading are all natural characteristics and generally desirable.

Stone countertops are sealed at the time of installation and require regular re-applications as part of home maintenance. Sealers are applied to prevent deep stains within the stone, which are difficult and sometimes impossible to remove, but do not necessarily protect the countertop from surface stains. Stones are porous materials; therefore, any spilled substances require immediate attention.

## See also

11.8 CRACKS IN COUNTERTOP SURFACES 11.10 SEAMS (JOINTS) IN STONE COUNTETOPS ARE TOO WIDE OR OPEN

# 11.12

## CONDITION

CABINET DOOR OR DRAWER HAS THE FINISH FAILING

#### **Acceptable Performance/Condition**

Cabinet doors and drawer faces should not have the finish failing under normal use.

#### Warranty

#### First-Year - Work and Materials

Damage resulting from *normal* wear and tear or improper maintenance is excluded from the warranty. The finish peeling off and/or surface discolouration below the sink and/or above appliances (that produce moisture, steam or intense heat) is an indication of water damage. This condition is not covered by the warranty.

#### Action

Cabinet doors and drawer faces not meeting the acceptable condition shall be repaired.

#### Remarks

Water or moisture should not be allowed to sit on the cabinets or counter tops as the finish will eventually absorb water and be damaged. Measures should be taken by the homeowner to ensure that the frequency and amount of water exposure (splash water from sink) to cabinets and counter tops is kept to a minimum. Steam and moisture from electric appliances (coffee maker, etc.) and showers should not come in direct contact with the cabinet surfaces. Cabinet doors (below sinks) are especially susceptible to water damage from dripping water.

#### See also

APPENDICES - A5. Moisture in Cabinets and Maintenance

## CONDITION

CABINET DOOR OR DRAWER HAS DUST PARTICLES, SMUDGES NOTICEABLE ON THE FINISH

## **Acceptable Performance/Condition**

Cabinet doors and drawer faces should have a *properly painted or stained surface* finish. It shall be assessed by viewing, without magnification, from a minimum perpendicular distance of 3 feet (0.9 m) under *normal* lighting conditions and from a *normal* viewing position.

## Warranty

# First-Year - Work and Materials

Damage resulting from normal wear and tear or improper maintenance is excluded from the warranty.

## Action

Cabinet doors, drawer faces and panels not meeting the acceptable condition shall be repaired or replaced.

#### Remarks

Natural lighting conditions throughout the day may change the appearance of the *properly painted or stained surface* finish. Repainted cabinet doors, drawer faces and panels shall match the original finished surface for colour, sheen and texture as closely as possible. Warranty cannot guarantee a perfect match.

## See also

APPENDICES - A5. Moisture in Cabinets and Maintenance

## 11.14

## CONDITION

CABINET DOORS, DRAWERS AND PANELS HAVE FINISH CHANGING COLOR

## Acceptable Performance/Condition

Cabinet doors, drawer faces and panels will fade naturally over time and this aging process is *normal*. The appearance of spots or bleeding discoloration in the wood finish of the cabinets would not be deemed *normal*.

#### Warranty

First-Year - Work and Materials Damage resulting from *normal* fading caused by natural sunlight or improper maintenance is excluded from the warranty.

## Action

Cabinet doors, drawer faces and panels not meeting the acceptable condition shall be repaired or replaced.

### Remarks

Wooden products placed in direct sunlight, will tend to change colour at a faster rate. This is caused by the wood being exposed to the Ultra Violet (UV) light of the sun and the natural tendency of the wood to change colour varies by species. Window coverings will protect, to some degree, the cabinets from sunlight. The depth and clarity of the finish, over time, will begin to fade, causing the colour to change from the original one.

#### See also

APPENDICES - A5. Moisture in Cabinets and Maintenance

## CONDITION

JOINT QUALITY OF CABINET DOORS

## Acceptable Performance/Condition

Joints in cabinet doors, being exposed to view, shall be tightly fitted and have aligned surfaces or be filled with a compatible material to achieve the same result; cracks in excess of 1/32 inch (0.75 mm) are not acceptable.

# Warranty

First-Year - Work and Materials

• Minor gaps caused by *normal* shrinkage of materials due to drying after Date of Possession are excluded from the warranty.

## Action

Joints not meeting the acceptable condition shall be repaired or door replaced.

## Remarks

Humidity levels in the *home* affect cabinet doors made from natural wood products. Proper care of the cabinets and attention to appropriate indoor air relative humidity levels will help minimize the impact of wood shrinkage causing joint cracks. However wood movement cannot be completely eliminated and some movement can be expected. Cracks in the wood and/or the finish can also appear when water has been dripping onto cabinet doors placed below the kitchen sinks or beneath the bathroom vanity.

## See also

APPENDICES - A5. Moisture in Cabinets and Maintenance

11.16

## CONDITION

CABINET WOOD DOOR PANEL HAS SPLIT

#### Acceptable Performance/Condition

Cracks in cabinet door panel, where *normal* light is *visible* through the door, are not acceptable. Minor cracks that do not allow light through the door but are in excess of 1/32 inch (0.75 mm) are not acceptable.

## Warranty

First-Year - Work and Materials

• Damage resulting from normal shrinkage due to drying after construction is excluded from the warranty.

## Action

Door panels not meeting the acceptable performance shall be *repaired* or replaced. Replacement cabinet doors shall match the original finished surface for colour, sheen and texture as closely as possible. Warranty cannot guarantee a perfect match.

## Remarks

Replacement doors are usually not a perfect match with the remaining cabinets because of the natural qualities of wood products and the fading that naturally occurs. All finishes will adjust over time with the use and the sunlight exposure that tends to blend the new part in. The use of various cleaning products makes it extremely difficult to make the new replacement part match perfectly to the original product.

## See also

APPENDICES - A5. Moisture in Cabinets and Maintenance

# CONDITION

A GAP OR HEIGHT VARIATION EXISTS BETWEEN SECTIONS IN A STONE OR GRANITE COUNTERTOP

# Acceptable Performance/Condition

Granite or stone countertops shall be manufactured and installed to produce a uniform surface (vertically and horizontally) between adjoining sections. Adjoining stone surfaces shall not exceed 1.5 mm (1/16") in horizontal or vertical displacement, over a 150 mm (6") straight edge.

Granite surfaces are generally reliant upon the stability of the substrate upon which the granite is mounted. Stability during the warranty period is the builder's responsibility. Visible joints between adjacent sections are acceptable providing that the joint is within the acceptable performance condition and uniform in width.

### Warranty

First-Year - Work and Materials

• Damage resulting from maintenance not conducted in keeping with proper maintenance documentation provided to the owner by the manufacturer or builder is not covered under warranty.

### Action

Countertops not meeting the Acceptable Performance/Condition are to be rectified. Where repairs are made, an exact match of colour, finish, grain, sheen or texture may not be possible.

See also

N/A

# FLOORING

12.1

# CONDITION

TRANSITION BETWEEN DIFFERENT TYPES OF FLOORING IS NOT FLUSH

### **Acceptable Performance/Condition**

An abrupt change in height where different floor finishes abut is acceptable provided the transition is suitably eased (see Remarks).

### Warranty

First-Year - Work and Materials

# Action

Where the acceptable performance has not been met, repairs shall be made.

### Remarks

The subfloor provides the even base on which all finished flooring materials are installed. Changes in height between different flooring materials are caused by material thickness and/or installation methods.

Standard practice (unless discussed prior to construction and specified in the Agreement of Purchase and Sale or *contract*) is to install a transition strip of a material such as wood, metal or marble to ease the change in height. These transition strips do not constitute a tripping hazard and may be used at the *builder's* discretion. Transition strips may vary in material, colour, grain and/or dimension.

### See also

**12.2 FINISHED FLOOR IS UNEVEN** 

CONDITION FINISHED FLOOR IS UNEVEN

# Acceptable Performance/Condition

Applied finished flooring shall be installed without *visible* ridges or depressions. Where *visible* ridges or depressions occur, the variation shall not exceed ¼ inch (6 mm) in any 32 inches (813 mm).

# Warranty

First-Year - Work and Materials

• Ridges and depressions caused by normal shrinkage of materials are excluded from the warranty.

### Action

Visible ridges or depressions exceeding the acceptable condition shall be repaired.

### Remarks

The *homeowner* must maintain finished flooring in accordance with manufacturer's recommendations and prevent the accumulation of water on flooring.

When evaluating texture finishes in natural or manufactured floor tiles, the compared tiles shall be from the same room or defined area. Surface variations in natural or manufactured stone tiles are considered to be desirable characteristics of the product.

Variations in grout and/or flooring colour are to be expected when making repairs.

For dye lot variations in ceramic floor tiles see Item 12.34.

For variations in colour in natural stone tile installations (granite, marble, travertine, slate and limestone) see Item 12.35.

### See also

<u>12.1 TRANSITION BETWEEN DIFFERENT TYPES OF FLOORING IS NOT FLUSHED</u> <u>12.34 DYE LOT VARIATIONS IN CERAMIC FLOOR TILES</u> <u>12.35 VARIATION IN COLOUR IN NATURAL STONE TILE INSTALLATIONS (GRANITE, MARBLE, TRAVERTINE, SLATE AND LIMESTONE)</u>

# 12.3

# CONDITION

PATTERN OF FINISHED FLOORING IS OUT OF ALIGNMENT WITH ADJACENT WALL SURFACES

# **Acceptable Performance/Condition**

Finished flooring shall be installed in general visual alignment with adjacent wall surfaces. Variation greater than ½ inch (12.5 mm) in 6 feet (1.8 m) is not acceptable when *visible* in a room used for its intended purpose.

### Warranty

First-Year - Work and Materials

# Action

Finished flooring not meeting the acceptable condition shall be *repaired*.

### Remarks

This does not apply to angled or curved walls or flooring not designed to be aligned. The method of *repair* will vary with the type of finished flooring installed.

### See also

n/a

CONDITION CARPET SEAM IS VISIBLE

### **Acceptable Performance/Condition**

Carpet seams shall be installed with the backing tightly fitted in accordance with the manufacturer's specifications.

### Warranty

First-Year - Work and Materials

• Damaged carpet seams resulting from *normal* wear and tear or improper maintenance are excluded from the warranty.

### Action

Carpet seams not meeting the acceptable condition shall be repaired.

#### Remarks

Visibility of carpet seams will vary with type of carpet and varying lighting conditions. Although the backing may be tightly fitted, a seam may remain *visible*; this is acceptable.

Where carpets must be cut to execute floor *repairs*, seams in the *repair* area may be more *visible*. Location of carpet seams may vary due to predetermined manufactured widths and installation restrictions and are discretionary. Seams around pickets and end caps on stairs are often *visible*.

### See also

12.5 CARPET IS LOOSE OR STRECTHING HAS OCCURED

12.5

### CONDITION

CARPET IS LOOSE OR STRETCHING HAS OCCURRED

### Acceptable Performance/Condition

Carpeting shall be installed in accordance with the manufacturer's specifications to prevent loosening at edges, separation from its point of attachment and to minimize stretching under normal use.

### Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance, *normal* wear and tear, or dampness or condensation due to failure of the *homeowner* to maintain adequate ventilation is excluded from the warranty.

### Action

Carpet not meeting the acceptable condition shall be repaired.

### Remarks

Carpets should be maintained in accordance with manufacturer's recommendations. The use of inappropriate cleaning equipment can damage carpet material.

#### See also

n/a

CONDITION SPOTS OR FADING ON CARPET

### **Acceptable Performance/Condition**

Carpet shall be free from spots and faded areas at the Date of Possession.

### Warranty

First-Year - Work and Materials

• Spots or faded areas in carpet resulting from *normal* wear and tear or improper maintenance are excluded from the warranty.

### Action

After the Date of Possession, the Homeowner must establish that the damage was caused by the builder.

### Remarks

Repaired area may be visible as a result of variable lighting conditions or different material dye lot.

### See also

12.7 CARPET NOT UNIFORM IN COLOUR 12.8 CARPET HAS DARK STAINS AROUND PERIMTER OF ROOMS AND AT HEATING REGISTERS

# 12.7

# CONDITION

CARPET NOT UNIFORM IN COLOUR

### Acceptable Performance/Condition

Within a room or defined area, carpet shall be uniform in colour, texture and pattern when viewed under *normal* lighting conditions. Carpet pieces in the same room or defined area shall be installed with the pile oriented in the same direction. Minor variation between dye lots is acceptable.

### Warranty

First-Year - Work and Materials

### Action

Carpet not meeting the acceptable condition shall be repaired.

### Remarks

Slight variation in colour may occur due to different lighting effects and at transitions between rooms or areas. Doorways and thresholds are acceptable locations where pile direction may change.

# See also

12.6 SPOTS OR FADING ON CARPET 12.8 CARPET HAS DARK STAINS AROUND PERIMTER OF ROOMS AND AT HEATING REGISTERS

### CONDITION

CARPET HAS DARK STAINS AROUND PERIMETER OF ROOMS AND AT HEATING REGISTERS

### **Acceptable Performance/Condition**

Dark stains on carpet around room perimeters and at heating registers, commonly called "carbon black", are an occupant use and house location issue. Sources of carbon rarely relate to work and material supplied by the *builder*.

# Warranty

None.

• Stains resulting from normal wear and tear or improper maintenance are excluded from the warranty.

### Action

The *homeowner* shall ensure that furnaces, fireplaces, and other combustion appliances within the *home* are not leaking products of combustion.

### Remarks

Dark staining often results from airborne carbon material settling out on synthetic or magnetic surfaces such as televisions screens, carpets and magnetic seals on refrigerators. Burning scented candles contributes to carpet staining. Light-coloured synthetic carpets accentuate this condition.

#### See also

12.6 SPOTS OR FADING ON CARPET 12.7 CARPET NOT UNIFORM IN COLOUR

# 12.9

#### CONDITION HOLLOW AREAS IN UNDERPAD BELOW CARPET SURFACE

### Acceptable Performance/Condition

Carpet underpad shall provide a continuous surface of support for the carpet.

### Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear, such as furniture loads that may cause local depressions, is excluded from the warranty.

### Action

Hollow areas in underpad shall be repaired.

### Remarks

Carpet underpad is often omitted at the base of stair pickets and nosings.

#### See also

n/a

### CONDITION

PROTRUSIONS APPEAR ON THE SURFACE OF RESILIENT FLOORING WITHOUT BREAKING THROUGH

### **Acceptable Performance/Condition**

Finished surface of flooring shall be free of *visible* protrusions (bumps, fasteners, telegraphing) that deform the surface of the flooring when viewed under *normal* lighting conditions (not reflected light) from a *normal* standing position. Depressions or ridges from telegraphing exceeding 1/8 inch (3mm) shall be *repaired*. The ridge or depression measurement is taken as the gap created at one end of a 6 inch (150mm) straightedge placed over the depression or ridge with 3 inches (75mm) of the straightedge on one side of defect held tightly to the floor. Resilient flooring shall not exhibit readily apparent surface irregularities caused by fasteners used in floor framing or the installation of underlay.

### Warranty

First-Year - Work and Materials

### Action

Visible protrusions in the flooring shall be repaired.

### Remarks

Reflected light, particularly from large windows, exaggerates any irregularity in the floors and should not be considered *normal* lighting.

#### See also

12.13 BUBBLES APPEAR ON VINYL FLOORING SURFACE

### 12.11

# CONDITION

RESILIENT SHEET FLOORING IS LOOSE

### **Acceptable Performance/Condition**

Resilient sheet flooring shall not come unglued from the substrate.

### Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance is excluded from the warranty.

### Action

Flooring not meeting the acceptable condition shall be repaired.

### Remarks

The *homeowner* must maintain the flooring in accordance with the manufacturer's instructions. Excessive water or heat can adversely affect the glue joint.

# See also

12.12 RESILIENT FLOORING JOINTS NOT TIGHT

### CONDITION

RESILIENT FLOORING JOINTS NOT TIGHT

### Acceptable Performance/Condition

Resilient flooring shall be installed with no *visible* gaps in the joints when viewed under *normal* lighting conditions in a standing position.

### Warranty

First-Year - Work and Materials

• Gaps in joints resulting from inappropriate use or maintenance procedures cannot be considered for the warranty.

### Action

*Visible* gaps not meeting the acceptable condition shall be *repaired* in accordance with the manufacturer's specifications.

### Remarks

The visibility of gaps is dependent on a number of factors including texture, pattern, colour, type of resilient material, and lighting. Reflected light, particularly from large windows, exaggerates any irregularity in the floors and should not be considered *normal* lighting.

Joint filler recommended by the flooring manufacturer may be used to fill gaps between seams of sheet flooring. Gaps should not exceed 1/16 inch (2 mm) in width in resilient floor covering joints.

### See also

12.11 RESILIENT SHEET FLOORING IS LOOSE

### 12.13

# CONDITION

BUBBLES APPEAR ON VINYL FLOORING SURFACE

### **Acceptable Performance/Condition**

Vinyl flooring shall be free from bubbles that cause surface deformities *visible* from a *normal* viewing position, under *normal* lighting conditions without magnification by reflected light.

### Warranty

First-Year - Work and Materials

• Bubbles caused by normal wear and tear or improper maintenance are excluded from the warranty.

### Action

Vinyl flooring not meeting the acceptable condition shall be repaired.

### Remarks

As part of repair procedures, vinyl material may be punctured to remove the trapped air.

### See also

12.10 PROTRUSIONS APPEAR ON THE SURFACE OF RESILIENT FLOORING WITHOUT BREAKING THROUGH

### CONDITION

PATTERNS ON SHEET VINYL FLOORING ARE NOT ALIGNED ACROSS SEAMS

### **Acceptable Performance/Condition**

Flooring shall be installed to achieve pattern alignment within the manufacturer's tolerance.

### Warranty

First-Year - Work and Materials

### Action

Flooring not meeting the acceptable condition shall be repaired.

### Remarks

Manufacturer's tolerances for alignment may vary with patterns, textures and colour of material.

# See also

12.12 RESILIENT FLOORING JOINTS NOT TIGHT

# 12.15

### CONDITION RESILIENT (FLEXIBLE) FLOOR TILE IS LOOSE

### **Acceptable Performance/Condition**

Resilient floor tiles shall be securely bonded to the substrate.

### Warranty

First-Year - Work and Materials

• Tiles that become detached as a result of improper maintenance, physical damage or moisture, *normal* wear and tear and chemical contamination cannot be considered for the warranty.

### Action

Only warranted floor tiles that become loose shall be repaired.

# Remarks

The *homeowner* must maintain tiles in accordance with manufacturer's written instructions. Shade variations within specified colours in replacement tiles are acceptable.

### See also

n/a

### CONDITION

PATTERNS OR CORNERS OF RESILIENT FLOOR TILE ARE MISALIGNED

### **Acceptable Performance/Condition**

Resilient floor tiles shall be installed with tight joints to provide a generally uniform appearance throughout the room or defined area when viewed under *normal* lighting conditions from a *normal* viewing position.

# Warranty

First-Year - Work and Materials

# Action

Flooring not meeting the acceptable condition shall be repaired.

### Remarks

Alignment of patterns or corners may vary with tile dimensions, shape, texture and colour of material.

### See also

n/a

### 12.17

CONDITION YELLOWING APPEARS ON SURFACE OF VINYL FLOORING

### **Acceptable Performance/Condition**

Sheet vinyl flooring shall be installed in accordance with the manufacturer's specifications.

### Warranty

First-Year - Work and Materials

• Yellowing due to improper maintenance or to additions, deletions, or alterations by the *homeowner* is excluded from the warranty.

### Action

Vinyl flooring not meeting the acceptable condition shall be repaired.

### Remarks

The use of inappropriate cleaning materials or coverings, such as latex-backed carpets, may cause discolouration of the flooring. Direct sunlight naturally causes general yellowing over time and is *normal*.

See also 12.18 DYE LOT VARIATIONS IN VINYL FLOORING

# CONDITION

DYE LOT VARIATIONS IN VINYL FLOORING

### **Acceptable Performance/Condition**

Within a room or defined area, resilient flooring shall be uniform in colour, texture and pattern when viewed under *normal* lighting conditions. Minor variation between dye lots is acceptable.

### Warranty

First-Year - Work and Materials

### Action

Resilient flooring not meeting the acceptable condition shall be repaired.

### Remarks

Slight variation in colour may occur due to different lighting effects and pattern.

### See also

12.19 VARIATIONS IN COLOUR OCCURRING DURING REPAIRS OF VINYL FLOORING

# 12.19

# CONDITION

VARIATION IN COLOUR OCCURRING DURING REPAIR OF VINYL FLOORING

# Acceptable Performance/Condition

Shade variations between existing material and *repaired* areas are acceptable within specified colours when viewed from a *normal* viewing position.

### Warranty

First-Year - Work and Materials

### Action

Shade variations greater than the acceptable condition shall be repaired.

### Remarks

Variation between dye lots within a specified colour or pattern is *normal*. Spare original material may be left in the residence for future *repairs* at the *builder's* discretion. Where a dye lot match is unavailable, material may be removed and used for *repair* from another inconspicuous location. *Builder's* policies may vary.

### See also

12.18 DYE LOT VARIATIONS IN VINYL FLOORING

### CONDITION

CRACKS DEVELOPING BETWEEN STRIPS OF HARDWOOD OR PARQUET FLOORING

### Acceptable Performance/Condition

Cracks resulting from joints that remain open in excess of 1/8 inch (3mm) over the length of the strip are not acceptable.

# Warranty

First-Year - Work and Materials

• Cracks resulting from *normal* shrinkage of materials due to drying after construction, damage caused by *normal* wear and tear or improper maintenance is excluded from the warranty.

### Action

Cracks greater than the acceptable condition shall be repaired. *Builder* is not responsible for variation in color or grain of wood.

### Remarks

Hardwood and parquet flooring are natural wood products and therefore are highly susceptible to changes in indoor relative humidity, which may cause dimensional changes in the flooring material. To determine warrantability, the width of the crack should be measured during both the heating and cooling seasons.

The *homeowner* has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels.

Areas around heat registers and those exposed to concentrated sunlight may be more susceptible. Wood filler may be used for *repairs*.

### See also

n/a

### CONDITION

STRIP HARDWOOD FLOORING IS CUPPED (HIGH EDGES)

### **Acceptable Performance/Condition**

Strip hardwood flooring shall be installed without cupping.

### Warranty

First-Year - Work and Materials

- Damage caused by improper maintenance is excluded from the warranty.
- Cupping caused by excessive humidity due to failure by the *homeowner* to maintain adequate ventilation is excluded from the warranty.

# Action

One complete heating and cooling season should be allowed as the problem may remedy itself. Cupping that occurs after the date of possession and is proven to result from defective work or materials shall be *repaired*. The Homeowner must establish that the damage was caused by the builder.

### Remarks

Identify any damaged hardwood flooring at the date of possession to avoid any dispute about whether the damage was caused by the *builder*. Cupping of hardwood strip flooring results from excessive moisture when the humidity below the finished flooring material is substantially higher than above.

The *homeowner* has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. The immediate sanding of a cupped floor without first allowing it to correct itself may cause even more damage. This condition commonly occurs when houses do not have adequate ventilation and can, under certain circumstances; result from defects in work or materials.

See Appendix A1 "Moisture in Wood and Laminate Floors" for more information.

### See also

12.22 THE SURFACE OF ONE STRIP OF HARDWOOD OR PARQUET FLOORING IS HIGHER THAN ANOTHER

Appendix A1 "Moisture in Wood and Laminate Floors"

# 12.22

### CONDITION

THE SURFACE OF ONE STRIP OF HARDWOOD OR PARQUET FLOORING IS HIGHER THAN ANOTHER

# Acceptable Performance/Condition

Strip hardwood flooring or parquet flooring shall be installed to provide a surface where adjacent strips have no more than a 1/16 inch (2mm) difference in elevation.

### Warranty

First-Year - Work and Materials

### Action

Flooring not meeting the acceptable performance shall be *repaired*.

### Remarks

Wood is a natural product and variation in colour and grain pattern from one piece of flooring to another is *normal* and may exaggerate the appearance of the condition.

### See also

12.21 STRIP HARDWOOD FLOORING IS CUPPED (HIGH EDGES)

### CONDITION

FLOOR FINISH ON WOOD FLOORING IS NOT UNIFORM

### **Acceptable Performance/Condition**

Floor finish shall provide a *visible* uniform surface when viewed without magnification from a *normal* viewing position.

### Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear is excluded from the warranty.

### Action

Hardwood flooring surfaces not uniform in appearance shall be repaired.

### Remarks

Wood is a natural product and variation in colour and grain pattern from one piece of flooring to another is *normal*. The open grain in some wood surfaces tends to show a rough appearance, however this is a natural property of wood and is acceptable. Reflected light, particularly from large windows, magnifies any irregularity in the floors and should not determine acceptance. This applies to both pre-finished and site-applied wood flooring.

### See also

12.27 KNOTS AND COLOUR VARIATION IS STRIP WOOD FLOORING

### 12.24

### CONDITION

FINISH ON WOOD FLOORING HAS CRACKED, BLISTERED, BUBBLED, OR PEELED RESULTING IN DETACHMENT OF FINISH

### **Acceptable Performance/Condition**

Site-applied or factory-applied finish on hardwood flooring shall not crack, blister, bubble or peel when properly maintained and used under *normal* conditions.

### Warranty

First-Year - Work and Materials

• Damage caused by normal wear and tear or improper maintenance is excluded from the warranty.

### Action

Defective finished surfaces shall be repaired.

### Remarks

Identify any damaged hardwood flooring at the Date of Possession to avoid any dispute about whether the damage was caused by the *builder*. Isolated air bubbles not resulting in detachment of the finish are acceptable.

Colour variation in the wood may cause the area of *repair* to be *visible* under *normal* lighting conditions, even when the *repair* is undertaken in accordance with a manufacturer's recommendations. Wood is a natural product and variation in colour and grain pattern from one piece of flooring to another is *normal*.

### See also

12.26 WOOD FLOORING BUCKLES AND DETACHES FROM SUBSTRATE

### CONDITION

CROWNING OF STRIP HARDWOOD FLOORING HAS OCCURRED (CENTRE OF STRIP IS HIGHER THAN EDGES)

## Acceptable Performance/Condition

Strip hardwood flooring shall be installed without crowning.

# Warranty

First-Year - Work and Materials

• Damage caused by improper maintenance and excessive humidity due to failure by the *homeowner* to maintain adequate ventilation is excluded from the warranty.

### Action

Crowning of hardwood flooring that occurs after the Date of Possession shall be repaired. The Homeowner must establish that the damage was caused by the builder.

### Remarks

Identify any damaged hardwood flooring at the Date of Possession to avoid any dispute about whether the damage was caused by the *builder*. Crowning of hardwood strip flooring results from the surface of the flooring being exposed to excessive moisture. This condition commonly develops when houses do not have adequate ventilation or the surface is exposed to water.

The *homeowner* has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. Never damp mop hardwood flooring.

See Appendix A1 "Moisture in Wood and Laminate Floors" for more information.

See also 12.22 THE SURFACE OF ONE STRIP OF HARDWOOD OR PARQUET FLOORING IS HIGHER THAN ANOTHER Appendix A1 "Moisture in Wood and Laminate Floors"

### CONDITION

WOOD FLOORING BUCKLES AND DETACHES FROM SUBSTRATE

### **Acceptable Performance/Condition**

Hardwood flooring shall be firmly fastened to the substrate in accordance with manufacturer's specifications.

### Warranty

First-Year - Work and Materials

• Buckling caused by excessive humidity due to failure by the *homeowner* to maintain adequate ventilation or improper maintenance is excluded from the warranty.

### Action

Only warranted loose hardwood flooring shall be repaired.

### Remarks

The *homeowner* has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. Wood flooring shall be installed to accommodate *normal* expansion and contraction.

See Appendix A1 "Moisture in Wood and Laminate Floors" for more information.

#### See also

12.24 FINISH ON WOOD FLOORING HAS CRACKED, BLISTERED, BUBBLED, OR PEELED RESULTING IN DETACHMENT OF FINISH Appendix A1 <u>"Moisture in Wood and Laminate Floors"</u>

### 12.27

### CONDITION

KNOTS AND COLOUR VARIATION IN STRIP WOOD FLOORING

### **Acceptable Performance/Condition**

Knots or colour variation are acceptable within different grades of flooring.

### Warranty

None

### Action

None

# Remarks

Knots and colour variation are natural characteristics of wood and are acceptable within the specified grade. The *homeowner*'s area rugs, latex-backed material or any coverings over floors may result in colour variation of the floor. Natural lighting will also cause discolouration.

### See also

12.23 FLOOR FINISH ON WOOD FLOORING IS NOT UNIFORM

### CONDITION

SPLINTERS OCCUR IN STRIP WOOD FLOORING

### **Acceptable Performance/Condition**

Finished flooring shall have a surface that is *smooth*, even and free from splinters.

### Warranty

First-Year - Work and Materials

• Splinters resulting from improper maintenance are excluded from the warranty.

### Action

Splintered flooring shall be repaired.

### Remarks

Splinters should not occur under normal usage conditions.

### See also

12.24 FINISH ON WOOD FLOORING HAS CRACKED, BLISTERED, BUBBLED, OR PEELED RESULTING IN DETACHMENT OF FINISH

### 12.29

# 

"STICKER BURN" APPEARS ON SURFACE OF STRIP FLOORING

### Acceptable Performance/Condition

The surface of strip wood flooring shall be free from discolouration caused by manufacturing or storage procedures within the different grade of flooring specified.

### Warranty

First-Year - Work and Materials

### Action

Discoloured pieces of flooring shall be *repaired* or replaced where disallowed by the grade.

### Remarks

"Sticker burn" is discolouration across the width of the board caused by the sticks used between the lumber during the drying process. Sticker burn is acceptable within some different specified grades.

### See also

12.24 FINISH ON WOOD FLOORING HAS CRACKED, BLISTERED, BUBBLED, OR PEELED RESULTING IN DETACHMENT OF FINISH

### CONDITION

CERAMIC/PORCELAIN TILE, MARBLE OR STONE FLOORING IS BROKEN OR LOOSE (INCLUDING MARBLE TRANSITIONS)

#### **Acceptable Performance/Condition**

Ceramic/porcelain tile, marble or stone flooring shall be installed to prevent it from cracking or coming loose from the substrate. In rooms or areas where the flooring must provide a degree of water resistance required by the NBC, cracked or loose flooring allowing water to penetrate is not acceptable.

### Warranty

First-Year - Work and Materials

• Damage caused by normal wear and tear or improper maintenance is excluded from the warranty.

#### Action

Flooring not meeting the acceptable condition shall be repaired.

### Remarks

Identify any damaged ceramic/porcelain tile at the Date of Possession to avoid any dispute about whether the damage was caused by the *builder*. Variations between dye lots of similar materials within a specified colour or pattern are *normal* and acceptable provided they are not readily *visible*. Slight variations in grout colour are to be expected when making *repairs*.

#### See also

n/a

### 12.31

### CONDITION

CRACKS APPEARING IN GROUTING OF CERAMIC TILE JOINTS OR AT JUNCTIONS WITH OTHER MATERIALS SUCH AS BATHTUBS

### Acceptable Performance/Condition

Hairline cracks in grout are common, however, loose or missing grout is unacceptable.

### Warranty

First-Year - Work and Materials

 Cracks resulting from normal shrinkage of materials due to drying after construction are excluded from the warranty.

### Action

Cracks not meeting the acceptable condition shall be repaired.

# Remarks

Slight variations in grout colour are to be expected when making repairs.

# See also

12.33 GROUT IS NOT A UNIFORM COLOUR

### CONDITION

ADJACENT MARBLE UNITS OR CERAMIC TILE SURFACES INSTALLED AT DIFFERENT ELEVATIONS

### **Acceptable Performance/Condition**

Adjacent marble units and/or adjacent ceramic tiles shall be installed generally flush, taking into account the texture and intended aesthetic application of the finished surface. Raised tiles or tile edges will be assessed relative to the degree, sharpness and location of the condition.

### Warranty

First-Year - Work and Materials

### Action

Tile installations not meeting the acceptable performance shall be repaired.

### Remarks

Some floor tiles are designed with irregular finished surfaces, which may exaggerate the aesthetic appearance of the condition.

Slight variations in colour may occur due to different lighting effects and patterns.

Variations in grout and tile colour are to be expected when making repairs.

Variation between dye lots of similar materials within a specified colour or pattern is normal.

The way in which people perceive colour, tones and hues will vary from one person to another and can be very subjective.

### See also

n/a

### 12.33

# CONDITION

GROUT IS NOT A UNIFORM COLOUR

### Acceptable Performance/Condition

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

### Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance and normal wear and tear is excluded from the warranty.

### Action

Grout joints not meeting the acceptable condition shall be repaired.

### Remarks

Minor variation in grout joint colour is normal.

### See also

12.31 CRACKS APPEARING IN GROUTING OF CERAMIC TILE JOINTS OR AT JUNCTIONS WITH OTHER MATERIALS SUCH AS BATHTUBS

### CONDITION

DYE LOT VARIATIONS IN CERAMIC FLOOR TILES

### Acceptable Performance/Condition

Within a room or defined area, the ceramic floor tiles shall be uniform in colour, texture and pattern when viewed under *normal* lighting conditions. Minor variation between dye lots is acceptable.

### Warranty

First-Year - Work and Materials

### Action

Floor tiles not meeting the acceptable condition shall be repaired.

### Remarks

Some floor tiles are designed with irregular finished surfaces, which may exaggerate the aesthetic appearance of the condition.

Slight variations in colour may occur due to different lighting effects and patterns.

Variations in grout and tile colour are to be expected when making repairs.

Variation between dye lots of similar materials within a specified colour or pattern is normal.

### See also

n/a

12.35

### CONDITION

VARIATION IN COLOUR IN NATURAL STONE TILE INSTALLATIONS (GRANITE, MARBLE, TRAVERTINE, SLATE AND LIMESTONE)

### Acceptable Performance/Condition

Colour variation is acceptable in natural stone tiles.

### Warranty

None.

# Action

None.

### Remarks

Natural stone is a product of nature and is not subject to the rules of consistency that apply to manufactured materials. Natural stone tiles are subject to variations in tonal qualities, veining and shading.

### See also

n/a

### CONDITION

GAPS DEVELOPING AT ENDS OR ALONG STRIPS OF LAMINATE FLOORING

### Acceptable Performance/Condition

Gaps resulting from joints that remain open permanently in excess of 1/32 inch (1 mm) in laminate flooring are not acceptable.

# Warranty

First-Year - Work and Materials

- Gaps resulting from damage caused by *normal* wear and tear or improper maintenance are excluded from the warranty.
- Gaps resulting from failure by the homeowner to maintain adequate ventilation is excluded from the warranty

# Action

Gaps that occurs after the *Date of Possession* and are proven to result from defective work or materials shall be *repaired*.

### Remarks

Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the substrate or underlying core layer. If the environmental conditions are too dry, the laminate flooring layers may contract, leaving permanent gaps between the strips or at the perimeter of the room or the area.

One complete heating and cooling season should be allowed as the problem may remedy itself.

The *homeowner* has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels.

Areas around heat registers and those exposed to concentrated sunlight may be more susceptible.

Slight variances in colour and/or pattern are to be expected when making repairs.

See <u>Appendix A1 "Moisture in Wood and Laminate Floors"</u> for more information.

# See also

n/a

# CONDITION

LAMINATE FLOORING IS CUPPED (HIGH EDGES)

# Acceptable Performance/Condition

Laminate flooring shall be installed without cupping.

### Warranty

First-Year - Work and Materials

- Damage caused by improper maintenance is excluded from the warranty.
- Cupping caused by excessive humidity due to failure by the *homeowner* to maintain adequate ventilation is excluded from the warranty.

### Action

Cupping that occurs after the *Date of Possession* and is proven to result from defective work or materials shall be *repaired*.

### Remarks

Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the substrate or underlying core layer. If the environmental conditions are too humid, the laminate flooring may expand causing all edges (side and ends of boards) to press against each other and curl upwards.

Cupping of laminate strip flooring results from excessive moisture when the humidity below the finished flooring material is substantially higher than above.

One complete heating and cooling season should be allowed as the problem may remedy itself.

The *homeowner* has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. This condition commonly occurs when houses do not have adequate ventilation and can, under certain circumstances, result from defects in work or materials.

Only cupped flooring strips require replacement at the time of repair. Slight variances in colour and/or pattern are to be expected when making repairs.

See Appendix A1 "Moisture in Wood and Laminate Floors"" for more information.

**See also** n/a

CONDITION LAMINATE FLOORING BUCKLES

### Acceptable Performance/Condition

Laminate flooring shall be installed to prevent buckling.

### Warranty

First-Year - Work and Materials

• Buckling caused by excessive humidity due to failure by the *homeowner* to maintain adequate ventilation or improper maintenance is excluded from the warranty.

### Action

Buckling that occurs after the *Date of Possession* and is proven to result from defective work or materials shall be *repaired*.

### Remarks

Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the substrate or underlying core layer. If the environmental conditions are too humid, the laminate flooring may expand causing the laminate strips to lift up (bulge upwards) in one or more areas in the room.

The *homeowner* has a responsibility to maintain indoor humidity levels through humidification, ventilation, air conditioning or dehumidification to prevent permanent, irreversible damage. A hygrometer can be used to monitor indoor humidity levels. Laminate flooring shall be installed to accommodate *normal* expansion and contraction.

Slight variations in colour and/or pattern are to be expected when making repairs.

See Appendix A1 "Moisture in Wood and Laminate Floors"" for more information.

# See also

n/a

### CONDITION

LAMINATE FLOORING STRIPS ARE DENTED, SCRATCHED AND/OR CHIPPED

### **Acceptable Performance/Condition**

Laminate flooring shall be free of damage such as dents, scratches and/or chips.

#### Warranty

First-Year - Work and materials

• Damages resulting from normal wear and tear are excluded from the warranty.

#### Action

Laminate flooring not meeting the acceptable condition shall be repaired if damage is proven to result from defective work or materials supplied by the Builder.

### Remarks

Laminate flooring is made up of individual layers (wood particles/paste) pressed and bonded together, with an image on the surface of the substrate or underlying core layer.

Identify any damaged laminate flooring at the *Date of Possession* to avoid any dispute about whether the damage was caused by the *builder*.

Only damaged flooring strips require replacement at the time of repair. Slight variances in colour and/or pattern are to be expected when making repairs. For maintenance requirements see manufacturer's specifications.

"Distressed" or specifically finished laminate flooring may have features resembling dents or chips and are not defects.

See <u>Appendix A1 "Moisture in Wood and Laminate Floors"</u>" for more information.

See also

n/a

# 13. CHIMNEYS AND FIREPLACES

# 13.1

CONDITION JOINT OR CRACK IN CHIMNEY CAP ALLOWS WATER LEAK

# **Acceptable Performance/Condition**

Chimney caps shall be waterproof.

# Warranty

First-Year – Work and Material

# Action

Chimney caps not meeting the acceptable performance shall be repaired.

### Remarks

Masonry chimney cap cracks may develop due to the severe conditions caps must endure.

### See also

n/a

# 13.2

CONDITION ROOF FLASHING LEAKS AT CHIMNEY

### **Acceptable Performance/Condition**

Roof flashings at chimneys shall not leak under normal weather conditions.

### Warranty

First-Year – Work and Material

• Damage resulting from improper maintenance is not covered by the warranty.

# Action

Roof flashings not meeting the acceptable performance shall be repaired.

# Remarks

Ice buildup around chimneys can contribute to water penetration. Keeping roofs clear of heavy snow and ice is important to help prevent ice buildup. *Normal* home maintenance should include professional removal of heavy build-ups of ice and snow.

See also 5.5 ROOF OR FLASHING LEAKS

### CONDITION

BRICKS BREAKING UP ON SURFACE OF CHIMNEY

### **Acceptable Performance/Condition**

Bricks used for chimneys shall not deteriorate or become displaced.

### Warranty

First-Year - Work and Materials

### Action

Bricks not meeting the acceptable performance shall be repaired.

### Remarks

Moisture migration into the chimney brick can contribute to premature deterioration. Chimney cap overhangs are critical to protect the chimney from weather.

#### See also

4.20 CLAY BRICKS ARE CHIPPED

# 13.4

### CONDITION

CHIMNEY SERVING SOLID-FUEL-BURNING (WOOD, PELLET, ETC.) APPLIANCE DOES NOT DRAW PROPERLY

#### **Acceptable Performance/Condition**

Chimneys serving solid-fuel-burning appliances shall be installed in accordance with the NBC.

### Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance or additions, deletions or alterations made by a *homeowner* is excluded from the warranty.

# Action

Chimneys not meeting the acceptable performance shall be repaired.

### Remarks

Chimneys may not draw properly if:

- adjacent buildings, trees or high winds create downdrafts
- the chimney is plugged
- the chimney is cold
- the combustion air supply for the appliance is restricted.

Opening a window may help the chimney draw properly. Inspecting and cleaning the chimney is part of regular home maintenance.

# See also

n/a

### CONDITION

FIREPLACE FIREBOX PAINT COLOUR CHANGED

### **Acceptable Performance/Condition**

Fireplace firebox paint colour may change with time and use.

### Warranty

None.

Action

### Remarks

Even though the firebox paint is designed for high temperatures, the paint may change colour.

See also

n/a

# 13.6

CONDITION FIREBRICK IS BROKEN

# **Acceptable Performance/Condition**

Firebrick shall not break during the first-year warranty period. This condition is warranted only where a defect in work or material is demonstrated.

### Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance or normal wear and tear is not covered by the warranty.

### Action

Firebricks not meeting the acceptable performance shall be repaired.

# Remarks

Firebrick provides the primary heat protection in the firebox. Overheating can cause premature cracking. Firebricks can be damaged by impact.

# See also

n/a

# 14. GARAGES AND EXTERIORS

# 14.1

# CONDITION

GARAGE FLOOR HAS HEAVED OR SETTLED

### **Acceptable Performance/Condition**

Non-structural poured concrete garage floors supported by grade shall not heave or settle to produce a negative slope into the garage.

### Warranty

First-Year - Work and Materials

### Action

*Repair* slab to provide drainage in accordance with the NBC.

### Remarks

*Repair* may involve modifications to either the garage floor or supporting sub-grade.

### See also

14.2 CONCRETE GARAGE FLOOR IS CRACKED

# 14.2

# CONDITION

CONCRETE GARAGE FLOOR IS CRACKED

### Acceptable Performance/Condition

Cracks resulting from *normal* shrinkage are acceptable; crack width in excess of ¼ inch (6mm) is not acceptable.

### Warranty

First-Year - Work and Materials

 Cracks resulting from normal shrinkage of materials caused by drying after construction are excluded from the warranty.

# Action

Cracks in excess of the acceptable condition shall be repaired.

### Remarks

Concrete floors naturally crack during curing due to shrinkage. Actual crack width shall be determined using a wire feeler gauge\* inserted inside the crack. Where *repairs* are necessary, colour and/or texture of *repair* materials may not match the surrounding concrete.

\* Because it is of a manufactured, set size, an Allen Wrench/Key may be used as a wire feeler gauge.

### See also

14.1 GARAGE FLOOR HAS HEAVED OR SETTLED

### CONDITION

NO REINFORCEMENT IN GARAGE SLAB

### **Acceptable Performance/Condition**

Unless the slab is specifically intended and designed to be a structural slab, reinforcing or mesh is not required.

### Warranty

First-Year - Work and Materials

### Action

Where a structural slab is not reinforced as required by the design, *repairs* shall be made; otherwise no action is required.

### Remarks

Concrete slabs in garages shall conform with the NBC. Reinforcing of concrete slabs is not usually necessary unless abnormal design or construction conditions are encountered.

### See also

n/a

# 14.4

### CONDITION

GARAGE DOORS DO NOT OPERATE PROPERLY

### **Acceptable Performance/Condition**

Overhead garage doors shall manually operate with relative ease without binding. An automatic garage door opener supplied and installed by the *builder* shall not interfere with the emergency manual operation of the door.

# Warranty

First-Year - Work and Materials

• Damage caused by improper maintenance or additions, deletions or alterations by the *homeowner* is not covered by the warranty.

### Action

Garage doors not meeting the acceptable performance shall be repaired.

### Remarks

The *builder* is not responsible for the door operation if the *homeowner* has installed a garage door opener.

### See also

n/a

### CONDITION

GARAGE DOORS (VEHICULAR AND MAN-DOORS) ALLOW ENTRANCE OF SNOW OR WATER

#### **Acceptable Performance/Condition**

Garage doors shall be installed as recommended by the manufacturer. Some entrance of snow and water can be expected under normal conditions.

#### Warranty

First-Year - Work and Materials Member will adjust or correct garage doors to meet manufacturer's recommendations.

Action None.

Remarks

None.

See also 14.6 WATER ACCUMULATES ON GARAGE FLOOR

14.6

# CONDITION WATER ACCUMULATES ON GARAGE FLOOR

### WATER ACCUMULATES ON GARAGE FLOOR

### **Acceptable Performance/Condition**

Provided garage floors are sloped to drain, localized variations in the surface of the floor may impede drainage and are acceptable. A depression that has a depth exceeding 3/8" (9.5mm) when measured from the lowest rim of the depression is unacceptable.

### Warranty

First-Year - Work and Materials

### Action

Garage floors not meeting the acceptable condition shall be *repaired*. The colour and texture of a repaired area may not match the surrounding concrete.

### Remarks

Closed overhead garage doors, stored materials and debris on the floor may impede drainage to the exterior. Winter conditions may also impede drainage and homeowner should ensure proper maintenance by removing any slush or snow that falls from vehicles.

### See also

A6. Measuring depression on surface of garage floor 14.5 GARAGE DOORS (VEHICULAR AND MAN-DOORS) ALLOW ENTRANCE OF SNOW OR WATER

### CONDITION

WATER PONDING IN SURFACE GRADING OF THE SITE ADJACENT TO THE HOME

### Acceptable Performance/Condition

The site shall be graded so that water does not generally accumulate adjacent to the building. Backfill within 5 feet of the foundation shall be graded to prevent drainage towards the building after settling.

# Warranty

First-Year - Work and Materials

• Subsidence of the land around the building or along utility lines, alterations by the *homeowner* such as landscaping or improper maintenance is excluded from the warranty.

### Action

Site grading shall meet the acceptable condition by conforming to a municipally approved grading plan, or equivalent, where applicable. After the first year, the *homeowner* is responsible for maintaining the finished site grading to ensure ponding water does not adversely affect their premises.

### Remarks

Ponding may occur because grading may not always be finished at occupancy. Generally, municipalities control the grading patterns of building sites and *builders* must comply with approved grading plans for the installation of swales and slopes.

Disturbed soil will naturally consolidate and cannot practically be prevented from settling; i.e., settlement of walkways and driveways is not covered by warranty. However, sufficient soil must be placed around the building to ensure acceptable drainage is maintained during the first year after occupancy.

### See also

14.8 SETTLING, HEAVING OR SEPARATING OF LANDINGS OR STEPS

14.8

### CONDITION

SETTLING, HEAVING OR SEPARATING OF LANDINGS OR STEPS

### Acceptable Performance/Condition

Stairs and landings supported by a foundation shall not heave, settle or separate from the main building more than 1 inch (25 mm).

Stairs and landings not requiring a foundation are not restricted from movement.

# Warranty

First-Year - Work and Materials

- Settlement and subsidence of the land around the building or along utility lines, other than subsidence beneath the footings of the building, is excluded from the warranty.
- Damage resulting from *normal* shrinkage of materials due to drying after construction is not covered by the warranty.

#### Action

Stairs, landings and decks not meeting the acceptable performance shall be repaired.

### Remarks

Concrete stairs having not more than two risers, and small wood stairs not attached to the building do not require foundations and are often affected by the settlement of supporting backfill; this is not covered by the warranty.

### See also

n/a

## CONDITION

EXTERIOR DECK IS SPRINGY OR SHAKY

### **Acceptable Performance/Condition**

Exterior decks shall be designed and installed in accordance with the NBC.

### Warranty

First-Year - Work and Materials

### Action

Decks not meeting the acceptable performance shall be repaired.

### Remarks

None.

#### See also 14.11 DECK BOARD SPACING IS NOT UNIFORM

### 14.10

CONDITION EXTERIOR DECK RAILING IS SHAKY

### **Acceptable Performance/Condition**

Exterior deck guards shall be designed and installed in accordance with the NBC.

### Warranty

First-Year – Work and Materials

• Damage resulting from improper maintenance or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

### Action

Exterior deck railings and guards not meeting the acceptable performance shall be repaired.

Remarks None.

See also

n/a

CONDITION

DECK BOARD SPACING IS NOT UNIFORM

### Acceptable Performance/Condition

Deck boards forming the walking surface shall be spaced to provide a generally uniform appearance.

### Warranty

First-Year - Work and Materials

• Normal shrinkage of materials due to drying after construction is not covered by warranty.

### Action

Deck boards not meeting the acceptable condition shall be repaired.

### Remarks

Spacing between boards may be adjusted during installation to allow for construction variances.

### See also

**14.9 EXTERIOR DECK IS SPRINGY OR SHAKY** 

14.12

CONDITION EXTERIOR WOOD HANDRAILS HAVE SLIVERS

### **Acceptable Performance/Condition**

Handrail surfaces meant to be touched shall not have slivers that prevent the handrails from being grasped.

### Warranty

First-Year - Work and Materials

• Damage resulting from *normal* wear and tear is excluded from warranty.

### Action

Handrails not meeting the acceptable condition shall be repaired.

### Remarks

This condition is warranted only where there is a demonstrated defect in work or material supplied by the *builder*. Small slivers can develop from weathering and can be easily removed by sanding as part of *normal* home maintenance.

See also 14.10 EXTERIOR DECK RAILING IS SHAKY

### CONDITION

EXTERIOR DECK IS OUT OF LEVEL

### **Acceptable Performance/Condition**

Exterior decks may slope away from the building a maximum ratio of 2 inch (50mm) in 12 feet (3.6m) to shed water.

# Warranty

First-Year - Work and Materials

### Action

Exterior decks not meeting the acceptable condition shall be repaired.

### Remarks

Free standing decks supported on surface blocks can have seasonal movement. Adjustment after first year will be a homeowner responsibility.

### See also

n/a

# 14.14

### CONDITION

FLOOR DECKING BOARDS ARE SPLIT, WARPED OR CUPPED

### **Acceptable Performance/Condition**

Floor decking boards may split with exposure to the natural environment. Floor decking boards shall be fastened securely to minimize warping and cupping.

### Warranty

First-Year - Work and Materials

• Damage resulting from improper maintenance, *normal* shrinkage of materials due to drying after construction, or additions, deletions or alterations made by the *homeowner* is excluded from the warranty.

### Action

Floor decking boards not meeting the acceptable condition shall be repaired.

### Remarks

Floor decking boards may naturally split with exposure to the elements - the condition cannot reasonably be prevented. The characteristics of some manufactured materials may vary.

## See also

n/a

### CONDITION

STAIN COLOUR VARIATIONS ON WOOD DECK

### **Acceptable Performance/Condition**

Stain on a wood deck shall appear generally uniform in colour. Colour variations are acceptable when changing from the horizontal plane to the vertical plane (i.e., from a vertical guard or fence to a horizontal deck).

### Warranty

First-Year - None

### Action

None.

### Remarks

Stain colour will fade with exposure to the elements. Stain colour in areas with intense sun exposure will vary more than areas that have some protection. Wood is a natural material and stain penetration may vary with wood type and grain patterns.

### See also

14.17 STAINS ON EXTERIOR DECKING FROM NAILHEADS

14.16

CONDITION NAILHEADS STICK UP ON DECK SURFACE

### **Acceptable Performance/Condition**

Nailheads shall be set generally flush with the adjacent deck surface.

### Warranty

None

# Action

None

### Remarks

Nailheads on decks will protrude from the surface over time and can be easily reset as part of regular home maintenance.

### See also

n/a

# CONDITION

STAINS ON EXTERIOR DECKING FROM NAILHEADS

# **Acceptable Performance/Condition**

Nails will discolour or rust with exposure to the natural environment.

# Warranty

None.

# Action

None.

# Remarks

Even galvanized nails can discolour over time and may stain adjacent deck surfaces.

# See also

14.15 STAIN COLOUR VARIATIONS ON WOOD DECK

### 14.18

# CONDITION

TWISTING OF OPEN-END BEAMS

# Acceptable Performance/Condition

Twisting of visible open-end beams in excess of 1/2 inch (13 mm) from plumb is not acceptable.

### Warranty

First-Year - Work and Materials

• Twisting resulting from normal shrinkage caused by drying after construction is excluded from warranty.

### Action

Open-ended beams twisted more than the acceptable condition shall be repaired.

### Remarks

An open-end beam is a wood beam whose end does not abut another framing member or that terminates in open air. Minor twisting is primarily an aesthetic concern rather than a structural problem.

### See also

n/a

### APPENDICES

### A1.1. Moisture in Wood and Laminate Floors

The National Wood Flooring Association and the North American Laminate Flooring Association reference the following relative humidity readings for their products.

This information is intended as a guide only.

### WOOD AND LAMINATE FLOORING COMFORT LEVELS

Wood and laminate flooring will perform best when the interior environment is controlled to stay within a relative humidity range of 30 to 50 per cent and a temperature range between 15°C and 27°C. Fortunately, that's about the same comfort range most humans enjoy. The chart below indicates the moisture content at any given combination of temperature and humidity. Note that equilibrium moisture contents in the recommended temperature/humidity range (shaded area) coincide with the 6 to 9 per cent range within which most hardwood/laminate flooring is manufactured. Although some movement can be expected even between 6 and 9 per cent, wood/laminate can expand and shrink dramatically outside that range.

### Table 1

					471						AND R					NCC				
Temp	orati			.)	AI	VARIC	051		RAI	JRES	AND R	ELAII			READ	INGS				
· · ·		`		/																
<b>-2</b> 1	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
<b>4</b> 1	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
<b>10</b> 1	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
<b>15</b> 1	1.3	2.5	3.6	4.6	5.4	6.2	7.0	7.8	8.6	9.4	10.2	11.1	12.1	13.3	14.6	16.2	18.2	20.7	24.1	26.8
<b>21</b> 1	1.3	2.5	3.5	4.5	5.4	6.2	6.9	7.7	8.5	9.2	10.1	11.0	12.0	13.1	14.4	16.0	17.9	20.5	23.9	26.6
<b>27</b> 1	1.3	2.4	3.5	4.4	5.3	6.1	6.8	7.6	8.3	9.1	9.9	10.6	11.7	12.9	14.2	15.7	17.7	20.2	23.6	26.3
<b>32</b> 1	1.2	2.3	3.4	4.3	5.1	5.9	6.7	7.4	8.1	8.9	9.7	10.5	11.5	12.6	13.9	15.4	17.3	19.8	23.3	26.0
<b>38</b> 1	1.2	2.3	3.3	4.2	5.0	5.8	6.5	7.2	7.9	8.7	9.5	10.3	11.2	12.3	13.6	15.1	17.0	19.5	22.9	25.6
5	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	98
Relative Humidity (per cent)																				

# A2 Moisture and Windows

This chart identifies the maximum relative humidity for a given inside temperature above which condensation will form on windows. For additional information, see the following guides: "<u>Moisture and Air, Problems and Remedies</u>" by Canada Mortgage and Housing Corporation, or "<u>Fenestration Products: Condensation and Humidity</u>" by Natural Resources Canada.

# Table 2

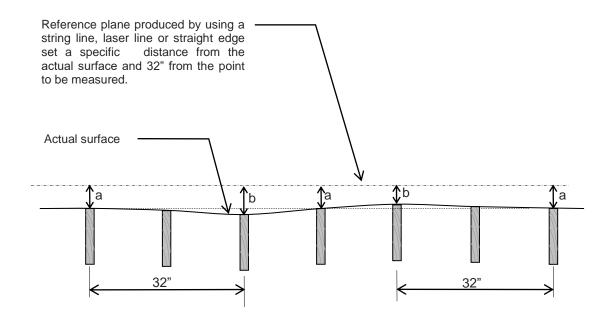
	Inside Temperature										
	20	O°C	22	°C	24°C						
Outside	MAXIMUM RELATIVE HUMIDITY (%)										
Temperature (°C)	SINGLE GLASS	DOUBLE GLASS	SINGLE GLASS	DOUBLE GLASS	SINGLE GLASS	DOUBLE GLASS					
-35	3	18	3	18	3	18					
-29	5	23	5	22	5	21					
-23	8	27	7	26	6	25					
-18	12	33	11	31	10	29					
-12	17	39	16	37	15	35					
-7	24	46	23	44	22	42					
-1	34	55	32	52	30	49					

### A3 Measuring Variation from the Specified Plane Using a Plane of Reference

### 3.1 To measure the variation:

- 1) Set up the reference plane as shown using a string line, laser line or straight edge set an exact
- distance (a) from the actual surface and up to 32" from the points to be measured.
- 2) Measure the distance from the reference plane to the actual surface (b).
- 3) Subtract (a b) to obtain the variance.
- 4) Compare the result with the allowable variation in the Guidelines.

Reference Plane is an offset line between two points on the surface which defines the intended flat surface.



### A4 How to Conduct a Water Test

A water test shall be performed to confirm water leaks, both above and below grade. Above grade the intent is to simulate an average, wind-driven rainfall but should never be done using full pressure in a single-stream or pressurealtering device such as a pressure washer. This can force water through building assemblies and flashings not intended for high-volume or high-pressure water saturation. Below grade the intent is to simulate natural water flow around a foundation caused by rain or snow melting where the water may inadvertently be directed towards the foundation wall. Water penetration is considered to be bulk water coming into the basement or accumulating near the point of entry, or dampness on the wall appearing as a result of the test, but excludes dampness caused by condensation or other causes.

### 4.1 Above Grade

Use a standard garden hose and sprayer attachment. The sprayer attachment should be set on "shower" or other similar dispersal pattern. Spray the area to be tested for not more than 10 minutes from a minimum distance of 2 m. Have another person checking inside for the point of origin and the length of time it takes for water to appear. Areas to be investigated should be kept dry prior to the test.

### 4.2 Below Grade

Use a standard garden hose with no attachments. The hose bib should be set at about half flow to simulate melting snow or rainfall. The water from the hose is to be directed along the face of the foundation to allow the water to run parallel to the wall, at grade, finding its own way down the exterior of the wall to the perimeter foundation drains. Run the water for not more than 20 minutes checking periodically for water penetration. Identify the location and the point of entry of any water (crack, tie rod, snap tie, honeycombing) and the length of time it takes for water to appear.

### A5. Moisture in Cabinets and Maintenance

Kitchen or bathroom cabinets are usually made of wood products and therefore susceptible to the air's relative humidity inside the home. Any significant change or swing in the amount of moisture will cause dimensional changes (shrink or expand) in any wood product. The changes will vary from season to season. Extreme variations of the relative humidity in the home will have a very negative effect on the kitchen or bathroom cabinets. Homeowners have a responsibility to maintain stable indoor air humidity levels through humidification, ventilation, air conditioning and dehumidification to minimize the cosmetic and structural damage which can occur.

Every homeowner should own a Moisture Monitor (properly calibrated hygrometer) that measures the relative humidity (RH) in the home. Ideal relative humidity levels for health and comfort is in the range of 30-50%. In the colder winter months, this percentage should not drop below 30 percent and will require humidification, if it does. In summer, this percentage should not be more than 60% and the use of as dehumidifier will keep it in this range.

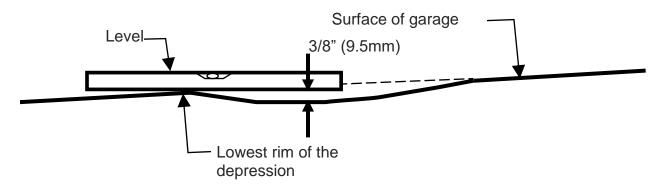
Some level of movement in wooden doors can be expected and is normal. Proper care of the cabinets and attention to the appropriate indoor air relative humidity levels will help minimize the impact. However wood movement cannot be completely eliminated.

### CLEANING AND MAINTENANCE OF CABINETS

- Cabinets need to be maintained consistently so that they remain functional and visually attractive for years.
- Cabinets should be cleaned periodically with a damp cloth, with mild non-abrasive soap and a clean lint free cloth. Do not allow water to sit on the finish for extended periods as the water will only serve to deteriorate the finish.
- Avoid silicone based cleaners. While silicone cleaners offer a high shine finish, over time the silicone will create a barrier which will make future touch-up almost impossible. Most manufacturers will not accept to repair a cabinet that has been cleaned with silicon based products for fear of contaminating the entire finishing area.
- Do not clean cabinets with cleaning products that contain ammonia, abrasive additives or bleach. Avoid using scouring pads, steel wool, household dishcloths or sponges that contain remnants of grease and harsh detergents.
- Hardware, slides, hinges and pulls mechanism will require regular adjustments, over time regular use will
  make these simple adjustments necessary.
- Hardwoods are natural products and as such all components will have different and unique grain patterns, hence the beauty of natural wood. Some products are more prone to variances than others. Homeowners should be conscious of this condition before selecting wood species making up the kitchen or bathroom cabinets.

# A6. Measuring depression on surface of garage floor

- 1. Set up the reference plane as shown using a straight edge set at the lowest rim of the depression.
- 2. Ensure reference plane is level.
- 3. Measure the distance from the reference plane to the bottom of the depression.



### SUPPLEMENT 1. ENVELOPE WARRANTY

# S 1.1

### CONDITION

SKYLIGHT LEAKS

# **Acceptable Performance/Condition**

Skylight flashing and associated seals and caulking shall not allow water penetration under normal weather conditions.

### Warranty

Year Two – Workmanship

Year Two to year Five (or Seven) - Workmanship

• Water leakage resulting from improper maintenance or an act of God is excluded from the warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the warranty. Water penetration may occur during extreme weather condition and is not covered unless there is a demonstrated workmanship defect in the skylight installation.

### Action

Defects in workmanship allowing water penetration through the skylight or any associated flashings shall be repaired.

### Remarks

Ice dams can cause water leakage during the winter. The *homeowner* must take immediate steps to prevent damage to their property and report any losses to their *home* insurance provider.

Leakage caused by a product defect is excluded from the Envelope Leakage Warranty. It may be covered under a product warranty.

Condensation accumulation howsoever caused is not covered.

# S 1.2

### CONDITION ROOF OR FLASHING LEAKS

# Acceptable Performance/Condition

None

### Warranty

Year Two – None Year Two to year Five - None

### Action

None

### Remarks

Roof or flashing leaks are covered for the first year under the builder's warranty, except for skylight flashing leaks.

# S 1.3

### CONDITION

WINDOW OR DOOR UNIT LEAKS WATER DURING RAIN

### Acceptable Performance/Condition

Window or door unit installation, when properly closed, shall not allow water penetration past the weather barrier (weather barrier includes flashings and subsill protection) under weather conditions for which they were designed to withstand

### Warranty

Year Two – Workmanship

Year Two to year Five - Workmanship

• Water leakage resulting from improper maintenance or an act of God is excluded from the warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the warranty. Water penetration may occur during extreme weather condition and is not covered under the Envelope Leakage Warranty unless there is a demonstrated workmanship defect in the window or door installation.

### Action

Defects in workmanship allowing water penetration past the weather barrier shall be repaired.

### Remarks

The *homeowner* must ensure operable windows or doors are properly closed, weatherstripping and caulking is maintained and drain ports are not obstructed.

Leakage caused by a product defect is excluded from the Envelope Leakage Warranty. It may be covered under a product warranty.

Condensation accumulation howsoever caused is not covered.

# S 1.4

### CONDITION

WINDOW OR DOOR UNIT LEAKS AIR, LACKS INSULATION OR CONDENSATION FORMS ON SURFACES

Acceptable Performance/Condition None

Warranty Year Two – None Year Two to year Five - None

Action None

Remarks None

# S 1.5

### CONDITION

WATER LEAK AT A DECK CONNECTION

### Acceptable Performance/Condition

Exterior deck connections shall not allow water penetration past the weather barrier.

### Warranty

Year Two

Year Two to year Five

• Water leakage resulting from improper maintenance or an act of God is excluded from the warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the warranty. Water penetration may occur during extreme weather condition and is not covered under the Envelope Leakage Warranty unless there is a demonstrated workmanship defect in the connection detail.

### Action

Defects in workmanship allowing water penetration past the weather barrier shall be repaired.

### Remarks

The homeowner must ensure caulking is maintained and drain channels are not obstructed.

Leakage caused by a product defect is excluded from the Envelope Warranty. It may be covered under a product warranty.

Condensation accumulation howsoever caused is not covered.

# SUPPLEMENT 2. FOUNTRATION WATER PROTECTION WARRANTY S 2.1

### CONDITION FOUNDATION WALL LEAKS

### Acceptable Performance/Condition

Below grade foundation wall shall not allow water penetration.

### Warranty

Year Two to year Five (or year Ten)

Water leakage resulting from improper maintenance (including filling of surface settlement), exterior grade
alterations made by the *homeowner*, an act of God or failure of municipal services or other utilities is excluded
from the warranty. Secondary damage to property or any personal injury resulting from the water penetration is
also excluded from the warranty. Leakage as the result of above grade defects in the foundation wall is not
covered under the Foundation Leakage Warranty.

### Action

Water penetration through the basement wall or foundation wall shall be *repaired*. Damage caused to interior construction that was not a part of the *Builder's* contract is not covered.

### Remarks

Only actual water penetration through the foundation wall is warranted; dampness caused by condensation or other causes is not considered to be water penetration and is not covered by the warranty. The *homeowner* must take immediate steps to prevent damage to their property and report any losses to their *home* insurance provider. Leakage caused by a product defect is excluded from the Foundation Leakage Warranty. It may be covered under a product warranty.

Condensation accumulation howsoever caused is not covered.

### S 2.2

### CONDITION

FOUNDATION WALL LEAKS AS THE RESULT OF SEWER BACK-UP, HIGH WATER TABLE, OVERLOADED DRAINAGE SYSTEM, OVERLAND FLOW, SURFACE PONDING AT GRADE.

### **Acceptable Performance/Condition**

None.

Warranty Year Two to year Five (or year Ten)- None

### Action

None

### Remarks

Foundation membranes systems are not designed to prevent water ingress in the event of excessive water in the ground, one the ground or in the sewer or drainage systems. Home insurance may cover these conditions.

# S 2.3

### CONDITION FOUNDATION WALL CRACKED Acceptable Performance/Condition None.

Warranty Year Two to year Five (or year Ten)- None

#### Action None.

Remarks

Concrete foundation walls will develop cracks. Below grade foundation wall cracks are protected with an exterior membrane, which prevents the cracks from leaking.

# S 2.4

CONDITION BASEMENT WINDOW / DOOR LEAKS (installed in foundation wall)

# Acceptable Performance/Condition None.

Warranty Year Two to year Five (or year Ten)- None

Action None.

### **Remarks** Window or door may be covered under the 2 to 5 year Envelope Leakage Warranty

# SUPPLEMENT 3. DELIVERY AND DISTRIBUTION SYSTEMS WARRANTY

# S 3.1

### CONDITION PLUMBING PIPE LEAKS AS THE RESULT OF A NAIL OR SCREW THROUGH A PIPE

### Acceptable Performance/Condition

The plumbing pipes shall not leak.

### Warranty

Year Two -

### Action

Damaged pipes shall be repaired. Damage caused by other than the builder's forces is not covered. Damage caused to interior construction that was not a part of the *Builder's* contract is not covered.

### Remarks

Damage not covered by Warranty may be covered by home insurance.

### S 3.2

CONDITION PLUMBING LEAK AT THE TOILET FLANGE

### Acceptable Performance/Condition

The connection of the plumbing pipe to the toilet shall not leak.

### Warranty

Year Two -

### Action

The defective connection shall be repaired. Leakage as the result of a defect toilet is not covered.

### Remarks

Plumbing fixtures are excluded from warranty coverage. Damage not covered by Warranty may be covered by home insurance.

# S 3.3

# CONDITION

ELECTRICAL WIRING CONNECTION BECOMES LOOSE CAUSING A LACK OF POWER

# Acceptable Performance/Condition

Electrical connections shall remain tight and able to convey power

### Warranty

Year Two –

# Action

The defective connection shall be repaired. The wiring in a fixture is excluded from warranty coverage.

### Remarks

None