



**Common Element
Construction Performance
Guidelines**

Updated October 9, 2012

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TABLE OF CONTENTS

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.

- ACKNOWLEDGEMENTS..... 7**
- PURPOSE OF THIS DOCUMENT..... 8**
- SCOPE OF GUIDELINES..... 8**
- SCOPE OF WARRANTY RESPONSIBILITIES 9**
- STATUTORY WARRANTY COVERAGE..... 10**
 - The One-Year Warranty..... 10
 - The Two-Year Warranty..... 10
 - Seven-Year Major Structural Defect Coverage..... 10
- CONDITIONS NOT COVERED UNDER WARRANTY 11**
- HOW TO USE THIS DOCUMENT 12**
- TERMINOLOGY 12**
- COMMENTS WELCOME 14**
- 1. STRUCTURE/BELOW GRADE/FOUNDATIONS..... 15**
 - 1.1 WATER LEAKAGE THROUGH BURIED ROOF SLAB – EXPOSED TO CHLORIDES 16
 - 1.2 LEAKAGE THROUGH BURIED ROOF SLAB – NOT EXPOSED TO CHLORIDES 17
 - 1.3 LEAKAGE THROUGH SUSPENDED PARKING SLABS AND RAMPS 18
 - 1.4 LEAKAGE THROUGH BASEMENT OR FOUNDATION WALLS OR SLABS-ON-GRADE..... 19
 - 1.5 CRACKS IN CONVENTIONALLY REINFORCED CONCRETE ELEMENTS..... 20
 - 1.6 EXPOSED STRUCTURAL FLOOR IS OUT OF LEVEL 21
 - 1.7 CONCRETE SURFACE SCALING..... 22
 - 1.8 PONDING WATER ON SURFACES 23
 - 1.9 EXPOSED CAST-IN-PLACE CONCRETE IS HONEYCOMBED..... 24
- 2. EXTERIOR CLOSURE 25**
 - 2.1 EXPOSED BALCONY CONCRETE FINISHES HAVE CONSTRUCTION-RELATED MARKINGS SUCH AS RUST STAINS, CHALKMARKS, EMBEDDED NAILS 26
 - 2.2 EXPOSED BALCONY CONCRETE FINISHES HAVE EXCESSIVE VARIATION IN COLOUR ..27

2.3	EXPOSED BALCONY CONCRETE FINISHES HAVE FORMWORK RIDGES.....	28
2.4	CORROSION OF COATED METAL ELEMENTS	29
2.5	DEFECTIVE CAULKING	30
2.6	WATER COLLECTS ON WINDOW OR DOOR SILLS OR FLASHINGS.....	31
2.7	DRIP EDGES DO NOT SHED WATER AWAY FROM WALL ELEMENTS	32
2.8	EFFLORESCENCE ON MASONRY SURFACES.....	33
2.9	EXCESSIVE ICICLE OR ICE DAMMING FORMATION	34
2.10	DAMAGED PRECAST CONCRETE AND OTHER PREFABRICATED CLADDINGS.....	35
2.11	PRECAST CONCRETE CRACKING.....	36
2.12	DETERIORATING MASONRY CLADDING	37
2.13	CRACKS IN EXTERIOR STUCCO WALL SURFACES	38
2.14	EIFS CRACKING	39
2.15	EXTERIOR PAINT/COATING IS PEELING OR BUBBLING.....	40
2.16	WATER LEAK THROUGH BUILDING ENVELOPE (EXTERIOR CLOSURE).....	41
2.17	WATER LEAK THROUGH WINDOWS OR DOORS.....	42
2.18	CONSTRUCTION MATERIAL SPLATTERS AND STAINS	43
2.19	CONDENSATION FORMING BETWEEN THE PANES OF AN INSULATING (FACTORY SEALED) GLASS UNIT	44
2.20	CONDENSATION ON WINDOW SYSTEMS	45
2.21	WEEP HOLES MISSING IN MASONRY EXTERIOR CAVITY WALL OR VENEER SYSTEM.....	46
2.22	DISCONTINUITY IN AIR BARRIER SYSTEM	47
2.23	DRAFT FELT AT ELECTRICAL OUTLET	48
2.24	MOVEMENT JOINTS IN MASONRY ARE OBSTRUCTED.....	49
3.	ROOFING	50
3.1	LEAKS DUE TO SNOW OR RAIN DRIVEN INTO THE BUILDING THROUGH LOUVRES, GRILLES OR VENTS	51
3.2	ROOF LEAKS	52
3.3	WATER IS TRAPPED UNDER ROOFING MEMBRANE	53
3.4	ROOFING MEMBRANE IS DEFECTIVE.....	54
3.5	ROOF BALLAST NOT SUFFICIENT OR NOT EVENLY DISTRIBUTED	55
3.6	ROOF COUNTER FLASHINGS MISSING, POORLY INSTALLED, DAMAGED, NOT SECURED.	56
3.7	STANDING WATER ON A LOW SLOPE ROOF.....	57
4.	FIRE SAFETY/CONTAINMENT/EGRESS.....	58
4.1	MISSING OR INADEQUATE FIRE STOPPING	59

4.2	IMPROPERLY CONSTRUCTED FIRE SEPARATIONS.....	60
4.3	UNSEALED DRYWALL JOINTS IN FIRE SEPARATIONS.....	61
4.4	GAPS AROUND SUITE ENTRY DOORS	62
4.5	UNSEALED FORM-TIE HOLES	63
4.6	FIRE HOSE CABINET DOORS BLOCK DOORWAYS OR ARE BLOCKED.....	64
4.7	SPRINKLER HEAD TOO CLOSE TO SLAB	65
4.8	SPRINKLER COVERAGE INADEQUATE IN LOCKER ROOM.....	66
4.9	SELF-CLOSING DEVICES NOT OPERATING EFFECTIVELY	67
4.10	MISSING FIRE DAMPERS.....	68
4.11	CONCRETE BLOCK WALL IN A FIRE SEPARATION IS CRACKED	69
4.12	FIRE DETECTION – GROUND FAULTS/TROUBLE INDICATION	70
5.	INTERIOR FINISHES/COMMON AREAS.....	71
5.1	FLOOR IS UNEVEN	72
5.2	WATER ACCUMULATES ON DRAINED FINISHED INTERIOR FLOOR AREAS	73
5.3	PAINTING IN PARKING GARAGES	74
6.	CONVEYING SYSTEMS (ELEVATORS).....	75
6.1	INADEQUATE OPERATING SPEED AND/OR ACCELERATION	76
6.2	DOOR CLOSING TOO QUICKLY OR TOO SLOWLY	77
6.3	ELEVATOR CAB POORLY ALIGNED	78
6.4	GUARDS MISSING ON ELEVATOR EQUIPMENT	79
6.5	GUARD RAILS ON TOP OF CABS.....	80
6.6	WATER IN PIT	81
6.7	POOR ELEVATOR LEVELLING	82
6.8	CONSTRUCTION DEBRIS IN PIT OR ELEVATOR MACHINE ROOM.....	83
6.9	ELEVATOR NOT CONFORMING TO ONTARIO BUILDING CODE BARRIER FREE REQUIREMENTS.....	84
6.10	OIL LEAKS, GREASE FITTING, BEARING SEALS SHALL BE FREE OF LEAKS OR DEFECT	85
6.11	ELECTRICAL SCHEMATICS MISSING.....	86
6.12	ELEVATOR NOISE DUE TO MISSING OR INADEQUATE SOUND MITIGATING DEVICE(S) ..	87
7.	PLUMBING/MECHANICAL	88
7.1	WATER DISTRIBUTION SYSTEMS ARE LEAKING	89
7.2	DAMAGE CAUSED BY CONDENSATION ON PIPING SYSTEMS	90
7.3	PLUMBING OR SPRINKLER PIPES FREEZE AND/OR BURST	91
7.4	SANITARY AND/OR STORM DRAINAGE SYSTEMS DON'T DRAIN PROPERLY.....	92

7.5	FAUCET OR FIXTURE IS LEAKING.....	93
7.6	EXHAUST SYSTEM TERMINATES IN ATTIC, CRAWL OR CONCEALED SPACE	94
7.7	NOISY WATER SUPPLY PIPES	95
7.8	DEFECTIVE PLUMBING FIXTURES, APPLIANCES OR TRIM FITTINGS	96
7.9	PIPE HANGER/SUPPORT IS CORRODED	97
7.10	PIPE HANGER/ SUPPORT MISSING	98
7.11	PIPING IS NOT LABELLED/FLOW ARROWS NOT PROVIDED.....	99
7.12	EXCESSIVE NOISE/VIBRATION FROM MECHANICAL EQUIPMENT.....	100
7.13	DEFECTS IN EXTERIOR THERMAL INSULATION ON DUCTS	101
7.14	CROSS CONTAMINATION (EXHAUST NEAR INTAKE).....	102
7.15	EQUIPMENT CANNOT BE MAINTAINED.....	103
7.16	MISSING GUARDS ON MECHANICAL EQUIPMENT.....	104
7.17	INADEQUATE AIR SUPPLY	105
7.18	GLYCOL LEVELS ARE BELOW SPECIFIED PERCENTAGES/LEVELS.....	106
7.19	INADEQUATE COOLING.....	107
7.20	FLOW VELOCITY OR IMBALANCE IN DOMESTIC WATER SYSTEMS	108
7.21	MISSING CLEAN-OUTS	109
8.	ELECTRICAL	110
8.1	RECEPTACLE/SWITCH COVER PLATE IS NOT FLUSH WITH THE WALL	111
8.2	MISSING COVER PLATE ON ELECTRICAL BOXES	112
8.3	ELECTRICAL EQUIPMENT MISSING LABELS	113
8.4	LIGHT LEVEL DOES NOT COMPLY WITH ONTARIO BUILDING CODE.....	114
8.5	ELECTRICAL EQUIPMENT MISSING SPINKLER SHIELDS	115
8.6	FUEL STORAGE AND DELIVERY SYSTEM NON-COMPLIANT	116
8.7	DEFECTS IN GENERATOR AND RELATED EQUIPMENT.....	117
9.	LANDSCAPING/SITE FINISHES.....	118
9.1	SETTLEMENT OF SIDEWALKS, DRIVEWAYS AND ROADWAYS	119
9.2	LANDSCAPING INCOMPLETE OR NOT ACCORDING TO DESIGN	120
9.3	THE SHRUBS, TREE(S), PLANTS, OR SOD HAVE DIED	121
9.4	DETERIORATED CONCRETE CURBS AND SIDEWALKS.....	122
9.5	PONDING ON PEDESTRIAN WALKWAYS AND DRIVEWAYS/ROADWAYS	123
9.6	LANDSCAPING NOT SLOPED AWAY FROM FOUNDATION OR BUILDING WALLS.....	124
9.7	EXTERIOR HANDRAIL/GUARD/FENCE FINISH DETERIORATED.....	125
9.8	RETAINING WALL SHIFTING.....	126

9.9	LEAKAGE THROUGH CONCRETE RETAINING WALLS AND CONCRETE PLANTER WALLS	127
9.10	WATER PONDING ON LANDSCAPING.....	128
10.	BARRIER-FREE.....	129
10.1	BARRIER-FREE PATH OF TRAVEL IS NOT WIDE ENOUGH	130
10.2	CONTROLS INSTALLED TOO HIGH	131
10.3	BARRIER-FREE ACCESS FOR INDIVIDUALS AND VEHICLES DOES NOT COMPLY WITH THE ONTARIO BUILDING CODE.....	132
10.4	NO BARRIER-FREE ACCESS TO EXTERIOR PASSENGER LOADING ZONES	133
10.5	DOOR KNOBS ARE NOT BARRIER-FREE.....	134
10.6	DOORS REQUIRE EXCESSIVE FORCE TO OPEN	135
10.7	VISION PANELS IN DOORS IN A <i>BARRIER-FREE</i> PATH OF TRAVEL ARE NOT SIZED OR LOCATED PROPERLY	136
10.8	GLASS DOORS NOT CLEARLY IDENTIFIED.....	137
10.9	BARRIER-FREE RAMP WIDTH BETWEEN HANDRAILS IS NOT WIDE ENOUGH.....	138
10.10	BARRIER-FREE WASHROOM NOT DESIGNED PROPERLY	139
10.11	BARRIER-FREE SHOWER NOT IN COMPLIANCE.....	140

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PURPOSE OF THIS DOCUMENT

The “*Construction Performance Guidelines for Common Elements of Residential Condominiums*” (the “*CE CPG*”) will be used by Tarion Warranty Corporation (“Tarion”) when determining whether or not a condition is covered by the statutory warranty. This document is intended to supplement the *Construction Performance Guidelines for New Homes and Condominium Units* (“*Freehold CPG*”), and to address issues specific to the common elements of condominium projects which may not be referenced in the Freehold CPG. In order to fully understand the guidelines that apply to condominium projects, both CPG publications should be read together.

The purpose of the *CE CPG* is not to set new standards but to provide advance information and transparency as to how Tarion will decide disputes between builders and condominium corporations about defects in work or materials. These guidelines reflect current common understanding of how situations described within would be assessed by Tarion. The *CE CPG* has been prepared in consultation with various industry groups and Tarion is grateful for their input. For a list of participants and contributors, please see “[Acknowledgements](#)” on page 7.

The *CE CPG* provides objective and uniform criteria that set out the minimum performance required in the construction of the common elements of new residential condominium homes in Ontario. They relate to work and material deficiencies and complement the Ontario Building Code, which addresses structural integrity and health and safety matters. In any case where a guideline is not consistent with a provision of the Ontario Building Code, the Ontario Building Code will prevail. The *CE CPG* is designed to be supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties.

The *CE CPG* is designed for the common elements of residential condominium construction. If wood-frame construction forms part of the common elements, the existing *CPG* should be applied. However, the *CE CPG* should be used where concrete construction is used for the common elements. The existing *CPG* should be used to assess conditions for other aspects of the common elements e.g. finishes, and for conditions within residential condominium units, as applicable.

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

SCOPE OF GUIDELINES

The *CE CPG* should be interpreted with common sense. It deals only with frequent and typical items of concern to a condominium corporation (the owner of condominium common elements). The *CE CPG* describes the minimum acceptable performance or condition that a condominium corporation should expect and builders must meet to satisfy the requirements of the warranties described in the [Ontario New Home Warranties Plan Act](#) (the “Act”).

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

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 *CE CPG* articles refer to specific dimensions to determine what is acceptable. These dimensions are used to evaluate the identified conditions. If the variation is minor, Tarion may consider whether the variation significantly affects the performance of the item in determining whether the particular guideline has been met.

SCOPE OF WARRANTY RESPONSIBILITIES

Typically a number of parties are involved in a residential common element warranty issue in Ontario. The general responsibilities of the main parties are outlined below:

The Owner¹: A condominium corporation is deemed to be owner² of the common elements of the condominium corporation (as distinct from condo unit owners who are owners for the purpose of their condominium unit). The *Condominium Act* requires a condominium corporation to retain an engineer or architect to conduct a performance audit of the common elements and prepare a written report. The condominium corporation must ensure Tarion receives a copy of the performance audit report within the prescribed timelines in [Builder Bulletin 49, "Claims Process - Condominium Common Elements"](#).

A condominium corporation is responsible for the proper maintenance schedule and procedures for the common elements to ensure its warranty rights are preserved. A condominium corporation will often engage a property management company to deal with these maintenance obligations.

Builder/Vendor³: The builder is responsible for honouring the statutory warranties set out in the *Act* and *Regulations*. 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.

Tarion Warranty Corporation: Tarion is responsible for administering the [Ontario New Home Warranties Plan Act and Regulations](#). As part of this responsibility, Tarion makes decisions when a builder and a condominium corporation disagree about an item covered under the statutory warranties. Tarion also guarantees the builder's statutory warranties, and provides extended major structural defect coverage for years three through seven after the registration of the common elements.

¹ The term 'owner' is defined in the Ontario New Home Warranties Plan Act Throughout this document the term 'condominium corporation' will be used to refer to the owner of residential condominium common elements.

² See section 15. (a) of the Ontario New Home Warranties Plan Act.

³ The terms 'builder' and 'vendor' are defined in the *Ontario New Home Warranties Plan Act* – see the definition in the 'Terminology' section on page 12. Throughout this document the term 'builder' will be used to refer to both builders and vendors.

STATUTORY WARRANTY COVERAGE

Residential condominium common elements are considered part of a 'home' under the *Act*. Warranty coverage is set out in the *Act* and takes effect from the date of registration of the declaration and description of the condominium common elements (the "date of possession").

Generally, there are three types of statutory warranty protection or coverages, including:

THE ONE-YEAR WARRANTY

A builder warrants that, for one year from the date of possession, the common elements:

- are free from defects in work and materials
- are fit to live in
- meet Ontario Building Code requirements

Under [Builder Bulletin 19R](#), a builder must provide a condominium corporation with all warranties provided by manufacturers, suppliers and subcontractors that may extend beyond the first year. Condominium corporations must make claims on these extended warranties directly to the manufacturer or distributor. Such extended warranties are not part of the statutory warranties.

THE TWO-YEAR WARRANTY

A builder warrants that, for two years from the date of possession, the common elements are free from:

- Water penetration through the basement or foundation walls
- Defects in materials or work (including windows, doors and caulking) that result in water penetration into the building envelope
- Defects in materials and work in the electrical, plumbing and heating delivery and distribution systems
- Defects in materials and work which result in detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding)
- Violations of Ontario Building Code regulations under which the Building Permit was issued, affecting health and safety, including, but not limited to, fire safety, insulation, air and vapour barriers, ventilation, heating and structural adequacy

SEVEN-YEAR MAJOR STRUCTURAL DEFECT COVERAGE⁴

In addition to the builder's two-year warranty against major structural defects, the statutory warranties provide coverage for major structural defects in years three through seven.

⁴ The term "major structural defect" is defined in Regulation 892, Section 1, made under the *Ontario New Home Warranties Plan Act*. See the definitions included in the "Terminology" section on page 12.

CONDITIONS NOT COVERED UNDER WARRANTY

It is important for condominium corporations to note what is **not** covered by the statutory warranty. The *Act* sets out the following exclusions from warranty coverage:

- Defects in materials, design and work supplied by the owner
- Secondary damage caused by defects under warranty, such as property damage and personal injury
- Normal wear and tear
- Normal shrinkage of materials caused by drying after construction
- Damage caused by dampness or condensation due to failure by the owner to maintain adequate ventilation or proper operation of moisture-producing devices such as humidifiers
- Damage caused by the owner or visitors
- Alterations, deletions or additions made by the owner
- Settling of land around the building or along utility lines, other than beneath the footings of the building
- Damage resulting from acts of God
- Contractual warranties which lie outside the *Ontario New Home Warranties Plan Act*;
- Damage caused by insects or rodents, except where construction does not meet specifications of the Ontario Building Code
- Damage caused by municipal services or other utilities
- Surface defects in work and materials specified and accepted in writing by the owner at the date of possession

The statutory warranties are not applicable to:

- Temporary or seasonal homes not built on permanent foundations and not insulated sufficiently to enable year-round living (e.g. cottages) (see year-round requirements under Part 9 of OBC)
- Homes built on pre-existing footings and/or foundations
- Homes that have been lived in or rented prior to sale
- Homes built in converted buildings
- Homes purchased from a receiver or trustee may not have warranty coverage in certain circumstances

If there is any conflict between this publication and the *Act* or *Regulations*, the latter prevail. Taron assumes no liability for any error or omission in this publication.

HOW TO USE THIS DOCUMENT

The *CE CPG* is 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 statutory 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.

Conflict or inconsistency: If there is any conflict or inconsistency between the terms of this *CE CPG* and the provisions of the ONHWP Act and Regulations, or provisions of the Ontario Building Code, then the provisions of the ONHWP Act and Ontario Building Code shall prevail with the ONHWP Act and Regulations being paramount.

TERMINOLOGY

Builder

The person or entity that undertakes the performance of all work and supply of all the materials necessary to construct a completed home whether for the purpose of sale by the person or entity or under a contract with a vendor or homeowner. In the *CE CPG*, the term “builder” is used to refer to both vendors and builders.

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.

Common Elements

All the property in a residential condominium except the units. It includes areas that are shared by residents e.g. lobbies, recreational facilities such as pools and gyms, “exclusive use areas”

like balconies, parking garages and shared systems such as heating and electrical systems. These spaces/components are owned by the condominium corporation. Common elements are identified in the declaration and description.

Condominium Corporation

Refers to the corporation created or continued under the *Condominium Act*, 1998.

Date of Registration

The date of the registration of the declaration and description and the creation of the condominium corporation. The warranties on the common elements of the corporation take effect on this date which is considered the date of possession.

Delivery and Distribution Systems

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

Design

Refers to the design as documented in the as-built drawings and specifications.

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 Building Code under which the Building Permit was issued.

Major Structural Defect

Any defect in work or materials:

- a) that results in failure of a load-bearing element of a building;
- b) that materially and adversely affects the ability of a structural load-bearing element of the building to carry, bear and resist applicable structural loads for the usual and ordinary service life of the element; or
- c) that materially and adversely affects the use of a significant portion of the building for usual and ordinary purposes of a residential dwelling and having regard to any specific use provisions set out in the Purchase Agreement for the home.

But excluding any defect attributable in whole or in part to:

- any elevating device as opposed to the surrounding structure of the building housing the device,
- any appliances that form part of the heating or cooling apparatus, equipment or system, whether the water, air or other substances, including furnaces, air conditioners, chillers and heat recover ventilators,
- dampness not arising from failure of a structural load-bearing element of the building,
- acts or omissions of an owner, a tenant, a licensee or invitee,
- acts of civil or military authorities or acts of war, riot, insurrection or civil commotion,
- a flood not caused by the builder, and
- other exclusions set out in subsection 13(2) of the ONHWP Act.

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 *CE CPG*. 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 exactly match the surrounding original material.

Smooth

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

Specified plane

A flat, invisible line between two points on the surface of a wall, ceiling or floor which defines the intended flat surface. The points shall be located as far apart as possible, e.g. opposite sides of a room or opposite ends of a wall. Such a plane of reference is used to measure the variation between the *specified plane* and the actual surface.

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. STRUCTURE/BELOW GRADE/FOUNDATIONS

1.1

CONDITION

WATER LEAKAGE THROUGH BURIED ROOF SLAB – EXPOSED TO CHLORIDES

Acceptable Performance/Condition

Buried roof slabs shall be designed and constructed to prevent water penetration and leakage and to protect the slab from exposure to chlorides in accordance with the Ontario Building Code including CSA 413 and the design.

Warranty

One-Year –Work and Materials

Two-Year - Building Envelope Water Penetration

Action

The waterproofing system, not meeting acceptable performance, shall be *repaired*.

Remarks

- Repair shall address the material defect in the waterproofing system to prevent water from penetrating into the building and to reinstate the protection of the slab against chloride contamination.
- Care must be taken to prevent damage to waterproof membrane during required maintenance activities to exposed surfaces above the buried roof.
- The Ontario Building Code references CSA S413, Item 4 which requires protection against leakage and chloride
- Expansion joints shall be repaired to accommodate movement
- Exposed to chlorides refers to slabs which are exposed to de-icing chemicals. This typically applies to slabs located below driveways, parking, and walkways.

1.2

CONDITION

LEAKAGE THROUGH BURIED ROOF SLAB – NOT EXPOSED TO CHLORIDES

Acceptable Performance/Condition

Buried roof slabs shall be designed and constructed to prevent water penetration and leakage in accordance with the Ontario Building Code and the design.

Warranty

One-Year – Work and Materials

Two-Year - Building Envelope Water Penetration

Action

The waterproofing system, not meeting acceptable performance, shall be *repaired*.

Remarks

- Repair shall prevent water from penetrating into the building
- Care must be taken to prevent damage to waterproof membrane during required maintenance activities to exposed surface above the buried roof.
- The Ontario Building Code references CSA S413, Item 4 which requires protection against leakage.
- Expansion joints shall be repaired to accommodate movement
- Exposed to chlorides refers to slabs which are exposed to de-icing chemicals. This typically applies to slabs located below driveways, parking, and walkways. Slabs located below sod or gardens would be considered “not exposed to chlorides”.

1.3

CONDITION

LEAKAGE THROUGH SUSPENDED PARKING SLABS AND RAMPS

Acceptable Performance/Condition

Suspended parking slabs including suspended ramps shall be protected by a material/substance to prevent water penetration and leakage and to protect the slab from exposure to chlorides in accordance with the Ontario Building Code including CSA 413 and the design.

Warranty

One-Year – Work and materials

Two-Year - Building Envelope Water Penetration

Action

The waterproofing membrane not meeting acceptable performance shall be *repaired* to prevent leakage.

Remarks

- Repair shall address the material defect in the waterproofing system to prevent water from penetrating into the occupied building and to reinstate the protection of the slab against chloride contamination.
- Care must be taken to prevent damage to waterproof membrane during required maintenance activities to exposed surfaces.
- Expansion joints shall be repaired to accommodate movement.

1.4

CONDITION

LEAKAGE THROUGH BASEMENT OR FOUNDATION WALLS OR SLABS-ON-GRADE

Acceptable Performance/Condition

Basements/foundation walls and slabs-on-grade shall allow no water penetration/leaks

Warranty

Two- Year – Basement or Foundation Water Penetration.

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 statutory warranty. Secondary damage to property or any personal injury resulting from the water penetration is also excluded from the statutory warranty.

Action

Water penetration through the basement or foundation walls or slabs-on-grade shall be *repaired*.

Remarks

- Only water penetration which is documented as active within the warranty period is warranted; dampness caused by condensation or other causes is not considered to be water penetration and is not covered by the statutory warranty.
- The owner must take immediate steps to prevent damage to their property and report any losses to their insurance provider,
- Leakage excludes purposefully designed relief ports or other intentional drainage and containment measures considered in the design.
- Sub-surface investigation may be required.

1.5

CONDITION

CRACKS IN CONVENTIONALLY REINFORCED CONCRETE ELEMENTS

Acceptable Performance/Condition

Cracks resulting from normal shrinkage or cracks anticipated in the design are acceptable.

Warranty

One -Year – Work and Materials

Action

No action required.

Remarks

- Shrinkage cracks and cracks anticipated in the design do not require repair.
- Review by a structural consultant may be required to confirm acceptability of cracking.

1.6

CONDITION

EXPOSED STRUCTURAL FLOOR IS OUT OF LEVEL

Acceptable Performance/Condition

Where a floor structure is intended to be level, the floor shall appear level when viewed from a normal viewing position. Where a floor structure has some slope it shall meet the requirements of the design. Where no design tolerances are specified, a maximum tolerance ratio of 25 mm in 3600 mm applies. Abrupt changes in the surface which create a tripping hazard are not acceptable.

Warranty

One-Year - Work and Materials

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

Action

Floors with slope beyond the acceptable performance shall have finishes removed, the floor leveled and the finishes reinstated. 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.

1.7

CONDITION

CONCRETE SURFACE SCALING

Acceptable Performance/Condition

Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed under normal use.

Warranty

One-Year – Work and Materials

Action

The concrete surface shall be *repaired*.

Remarks

- Some architectural finishes deliberately expose aggregate; this would not be considered scaling.
- Scaling of exterior concrete surfaces including concrete porches, walkways, 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.
- Feathering the edges of patch materials, which creates a weak edge or installing the patch material too thinly should be avoided. Manufacturer's installation guidelines should be followed.
- Concrete is generally not susceptible to scaling in a one year timeframe due to exposure to salt.
- Deep deterioration that exposes reinforcing would not be considered scaling but rather a structural degradation. This may merit further investigation.
- Mechanical abrasion caused by the actions of the *homeowner* is not warranted.

1.8

CONDITION

PONDING WATER ON SURFACES

Acceptable Performance/Condition

Surfaces which are sloped for drainage may have minor variations in the surface may impede immediate drainage and are acceptable. Standing water with a depth of less than 6 mm and in a pond less than 1m in breadth 24 hours after wetting is acceptable unless it is located in any area of the surface which cannot be easily avoided during normal pedestrian use (examples would be the area immediately beside a doorway or where an individual steps when exiting their parked car or similar) in which case any ponding remaining after 24 hours is not acceptable.

Warranty

One-Year – Work and Materials

Action

Ponding in excess of acceptable performance shall be *repaired*.

Remarks

- It is normal for water to accumulate on surfaces immediately after a wetting event. Only water which remains after 24 hours is considered ponding.

1.9

CONDITION

EXPOSED CAST-IN-PLACE CONCRETE IS HONEYCOMBED

Acceptable Performance/Condition

Cast-in-place concrete exposed to view shall have no honeycombing.

Warranty

One-Year - Work and Materials

Action

Walls with honeycombing shall be *repaired*.

Remarks

- Honeycombing is a group of holes or voids in concrete caused by insufficient consolidation of the concrete. Random individual pinholes or small voids are not honeycombing.
- Some honeycombing in areas of the building which are not routinely occupied (mechanical penthouse for example) may be considered acceptable if it does not negatively impact performance (leakage resistance, structural integrity etc.).

2. EXTERIOR CLOSURE

2.1

CONDITION

EXPOSED BALCONY CONCRETE FINISHES HAVE CONSTRUCTION-RELATED MARKINGS SUCH AS RUST STAINS, CHALKMARKS, EMBEDDED NAILS

Acceptable Performance/Condition

Balcony finishes should be free of left-over materials and markings from construction.

Warranty

One-Year - Work and Materials

Action

- Remnants from construction shall be removed.
- Minor surface imprints from formwork are acceptable.

2.2

CONDITION

EXPOSED BALCONY CONCRETE FINISHES HAVE EXCESSIVE VARIATION IN COLOUR

Acceptable Performance/Condition

Variations in concrete colour are to be expected with cast-concrete construction. Variations are considered acceptable if the finishes provide a general uniformity in appearance when viewed from grade.

Warranty

One-Year - Work and Materials

Action

Concrete with excessive variation in colour shall be cleaned or coated to provide a uniform finish.

Remarks

- Cast concrete will inherently have colour variations. While upgraded finishes are possible, they are not mandatory and are at the discretion of the design team.
- There are no requirements in the Ontario Building Code to paint the surface. However, if the builder does apply paint (of the appropriate type) to the surface the warranty shall apply to the installed paint.

2.3

CONDITION

EXPOSED BALCONY CONCRETE FINISHES HAVE FORMWORK RIDGES

Acceptable Performance/Condition

There should be no formwork ridges on exposed balcony concrete surfaces.

Warranty

One-Year - Work and Materials

Action

Formwork ridges shall be smoothed.

Remarks

- When the removal of marks or imperfections from the concrete forms is carried out, it must be carried out in a good workmanlike manner, and should not degrade the overall aesthetic appearance that was intended.

2.4

CONDITION

CORROSION OF COATED METAL ELEMENTS

Acceptable Performance/Condition

Protective coatings shall remain intact and effective for the warranty period. Protective coatings shall remain free of corrosion.

Warranty

One-Year - Work and Materials

Action

Corroded materials, corrosion shall be removed and the substrate refinished with appropriate protective coating.

Remarks

- This item is not intended to address corrosion related to chips or other post-installation damage, but rather material failure of the paint finish.
- Components which are specified to be shop primed will be expected to corrode, and corrosion of these elements is not warranted.

2.5

CONDITION

DEFECTIVE CAULKING

Acceptable Performance/Condition

Caulking should be installed in accordance with manufacturer's specifications. Caulking shall remain intact without de-bonding, cracking/splitting or showing other signs of premature strain within the warranty period. Profiling of caulking should accommodate anticipated movement at the sealed joint. Caulking must cure as anticipated in the manufacturer's specifications. All joints shown in the design to be caulked shall be caulked.

Warranty

One-Year - Work and Materials

One-Year – Ontario Building Code Violation

Two-Year – Cladding Detachment, Displacement or Deterioration

Damage resulting from improper maintenance is not covered by the statutory warranty

Action

Caulking which does not achieve the specified performance requirements shall be *repaired*.

2.6

CONDITION

WATER COLLECTS ON WINDOW OR DOOR SILLS OR FLASHINGS

Acceptable Performance/Condition

Window and door sills and related flashings designed to control surface water shall not collect water.

Warranty

One-Year - Work and Materials

Action

Window sills and flashings not meeting the acceptable performance shall be corrected.

2.7

CONDITION

DRIP EDGES DO NOT SHED WATER AWAY FROM WALL ELEMENTS

Acceptable Performance/Condition

Drip edges shall shed water away from adjacent cladding elements and shall not concentrate water run-off onto the cladding unless so intended by the design.

Warranty

One-Year - Work and Materials

Action

Where drip edges are provided, they must be effective.

2.8

CONDITION

EFFLORESCENCE ON MASONRY SURFACES

Acceptable Performance/Condition

Efflorescence commonly occurs on masonry and of itself is normal and not warranted. Concentrations of efflorescence that persist over time may indicate an underlying concern that may have warranty coverage.

Warranty

One-Year-Work and Materials

Action

If it is determined that a defect in work or material is the cause of the efflorescence, *repairs* to the defect shall be made.

Remarks

- Efflorescence is the formation of a white crystalline deposit on the surface of concrete and masonry when moisture evaporates from the surface. It is an indication that moisture is moving through the material to the surface.

2.9

CONDITION

EXCESSIVE ICICLE OR ICE DAMMING FORMATION

Acceptable Performance/Condition

Attics should be provided with sufficient ventilation (if designed to include ventilation), air sealing and thermal insulation, and roofs should have adequate eaves protection to minimize ice damming and icicle formation.

Warranty

One-Year - Work and Materials

Action

Where icicle or ice damming development can be related to a defect in the attic ventilation, eaves protection, thermal insulation, and air leakage from the interior or other workmanship-related concerns, the defects shall be corrected to minimize ice build-up.

Remarks

- Icicle formation can pose a hazard to building users. Some regions are more susceptible to icicle formation than others.
- Where water, snow or ice can accumulate on a *building*, provision shall be made to minimize the likelihood of hazardous conditions arising from such accumulation.

2.10

CONDITION

DAMAGED PRECAST CONCRETE AND OTHER PREFABRICATED CLADDINGS

Acceptable Performance/Condition

Precast concrete panels and other prefabricated cladding components should be intact without aesthetic damage visible from a distance of 6 m and with no missing sections. Damage to the panel should not detract from the architectural intent.

Warranty

One-Year - Work and Materials

Action

Damaged panels shall be *repaired*.

Remarks

- Precast concrete panels are often damaged during installation and require repair.
- Some damage may be acceptable without repair if located in service areas not accessed by residents or the general public, providing the damage does not impact the anchorage or permit water penetration.
- Damage occurring from owner-related activities e.g. window washing, is not covered by warranty.

2.11

CONDITION

PRECAST CONCRETE CRACKING

Acceptable Performance/Condition

There shall be no cracks that penetrate through the full depth of a precast concrete panel.

Warranty

One-Year - Work and Materials

Action

- The vendor/builder shall obtain expert advice considering the structural and building envelope implications of the cracking to determine if remedial action is required. The identified actions must be completed.

Remarks

- Some cracking which does not fully penetrate a panel may still be structurally significant and may require review.

2.12

CONDITION

DETERIORATING MASONRY CLADDING

Acceptable Performance/Condition

Masonry cladding shall be manufactured and installed to prevent premature deterioration.

Warranty

One-Year – Work and Materials

Two -Year – Cladding Detachment, Displacement or Deterioration.

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

Action

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

Remarks

- 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 6 m, the colour shall be adjusted. Professional tinting methods are acceptable to adjust colour.
- Masonry includes brick, block, stone, manufactured stone (or similar) and related materials
- Deterioration of masonry can result from problems with manufacture, installation or exposure.

2.13

CONDITION

CRACKS IN EXTERIOR STUCCO WALL SURFACES

Acceptable Performance/Condition

Fine hairline cracks that do not negatively affect the performance of the stucco are acceptable.

Warranty

One - Year – Work and Materials

One - Year – Ontario Building Code Violations

Two -Year – *Building Envelope* Water Penetration

Two -Year – Cladding Detachment, Displacement or Deterioration

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

Action

Stucco finish not meeting the acceptable condition shall be *repaired*.

Remarks

- Stucco refers to systems typically over 6mm thick incorporating Portland cement.
- Cracks may be acceptable from a performance perspective if the system is drained, but may not be acceptable from an aesthetic perspective depending on the location of the cracks. Some cracking in areas of the building which are not routinely occupied (mechanical penthouse for example) may be considered acceptable if it does not negatively impact performance (leakage resistance etc).
- The colour or texture of repaired areas shall match the existing as close as possible, and the patched area should not be readily apparent when viewed from a distance of 6 m under normal lighting conditions.
- Generally the cracks which are intended to be repaired will be visible from a distance of 6m however, in some instances; smaller cracks may negatively impact performance.
- The width of cracks will vary with temperature. Larger in cold weather, smaller in hot weather.

2.14

CONDITION

EIFS CRACKING

Acceptable Performance/Condition

Surfaces shall be generally free of cracks.

Warranty

One-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 statutory warranty.

Action

Cracks not meeting the acceptable performance requirements must be *repaired*. *Repairs* must meet the requirements of the system manufacturer. Every reasonable attempt should be made to match the finishes.

Remarks

- EIFS (exterior insulated finish systems) should be designed to minimize cracking through the use of control joints/limited panel sizes.
- ULC S716.1 Materials and Systems; ULC S716.2 Installation of EIFS Components and Water Restive Barriers; and ULC S716.3 Design Application provide guidance for the design and installation of EIFS.
- Some cracks may be acceptable from a performance perspective if the system is drained, but may not be acceptable from an aesthetic perspective depending on the location of the cracks. Some cracking in areas of the building which are not routinely occupied (mechanical penthouse for example) may be considered acceptable if it does not negatively impact performance (leakage resistance etc).
- The colour or texture of repaired areas shall match the existing as close as possible, and the patched area should not be readily apparent when viewed from a distance of 6 m under normal lighting conditions.
- Generally the cracks which are intended to be repaired will be visible from a distance of 6m however, in some instances; smaller cracks may negatively impact performance.
- The width of cracks will vary with temperature. Wider in cold weather, narrower in hot weather.

2.15

CONDITION

EXTERIOR PAINT/COATING IS PEELING OR BUBBLING

Acceptable Performance/Condition

Paint or coating on cladding shall not separate from the substrate.

Warranty

One - Year – Work and Materials

One - Year – Ontario Building Code Violations

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

Action

Paint/coating not meeting the acceptable condition shall be *repaired*.

Remarks

- Paint/coating includes any finish applied to a substrate whether factory-applied or site-applied
- Paint/coating separating from the substrate may indicate a problem with trapped moisture.
- The colour or texture of repaired areas shall match the existing as close as possible. The patched area should not be readily apparent when viewed from a distance of 6 m under normal lighting conditions.

2.16

CONDITION

WATER LEAK THROUGH BUILDING ENVELOPE (EXTERIOR CLOSURE)

Acceptable Performance/Condition

The building envelope/exterior closure shall be constructed to prevent water entry into the interior of the building.

Warranty

One - Year – Work and Materials

One - Year – Ontario Building Code Violations

Two -Year – Building Envelope Water Penetration

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

Action

Building envelopes/exterior closures not meeting the acceptable condition shall be *repaired*.

Remarks

- Leakage into the interior refers both to leakage into occupied spaces and also to leakage into the concealed portions of a wall system that is intended to be face-sealed.
- The building envelope/exterior closure includes the elements which separate the interior conditioned space from the exterior and includes cladding, windows, doors, vents, louvers, grilles etc. Roofing is covered separately.
- Joints and cracks in exterior wall surfaces and around openings shall be properly sealed to prevent the entry of water unless otherwise considered by the design.
- Repairs cannot alter the design intent of the cladding system. For example, leaks in a rain-screen system cannot be face-sealed.

2.17

CONDITION

WATER LEAK THROUGH WINDOWS OR DOORS

Acceptable Performance/Condition

The building envelope openings in exterior walls such as windows and doors, and junctions between cladding materials, shall not allow water penetration.

Warranty

One - Year – Ontario Building Code Violations

Two -Year – *Building Envelope* Water Penetration

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

Action

Defects resulting in water penetration through the envelope, around windows and doors shall be *repaired*.

2.18

CONDITION

CONSTRUCTION MATERIAL SPLATTERS AND STAINS

Acceptable Performance/Condition

The building shall not have splatters and/or stains relating to construction materials which detract from the appearance of the building when viewed from a distance of 6m. For balconies, terraces etc where a 6m viewing distance is impractical then the condition shall be assessed from a normal viewing position.

Warranty

One – year – Work and Materials

Action

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

Remarks

- Some minor splatters in areas of the building which are not routinely occupied (e.g. mechanical penthouse) and which are not visible from routinely occupied areas may be considered acceptable.

2.19

CONDITION

CONDENSATION FORMING BETWEEN THE PANES OF AN INSULATING (FACTORY SEALED) GLASS UNIT

Acceptable Performance/Condition

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

Warranty

One-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.

2.20

CONDITION

CONDENSATION ON WINDOW SYSTEMS

Acceptable Performance/Condition

Condensation on the interior surfaces of window systems is not warranted unless it is clearly determined to result from workmanship related to the construction or non-compliance with the Ontario Building Code, the design or the manufacturer's installation guidelines

Warranty

One-Year -Work and Materials

Damage caused by dampness or condensation due to failure by the *homeowner* to maintain adequate ventilation or proper operation of moisture-producing devices such as humidifiers is excluded from warranty.

Action

Windows not meeting the acceptable performance criteria shall be *repaired*.

Remarks

- Condensation can be a result of lifestyle. 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 on 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 de-humidification, ventilation or air conditioning.

- Interior air moving over the windows can help control condensation. Heavy draperies or window coverings that cover windows and blocked heat diffusers can prevent this from happening. Running the ventilation fan continuously can also help to control condensation on windows.

2.21

CONDITION

WEEP HOLES MISSING IN MASONRY EXTERIOR CAVITY WALL OR VENEER SYSTEM

Acceptable Performance/Condition

Weep holes in masonry veneer shall be installed to achieve the performance required by the Ontario Building Code.

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Warranty

One --Year- Work and Materials

One – Year – Ontario Building Code Violation

Action

Masonry veneer not meeting the acceptable condition shall be *repaired*.

Remarks

- The Ontario Building Code references CSA A371 “Masonry Construction for Buildings”; section 12 discusses requirement for weep holes.

2.22

CONDITION

DISCONTINUITY IN AIR BARRIER SYSTEM

Acceptable Performance/Condition

The air barrier system shall meet the requirements of the Ontario Building Code.

Warranty

One – Year- Work and Materials

One – Year – Ontario Building Code Violation

Two – Year- Health and Safety

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

Action

Air barrier systems not in accordance with the acceptable condition shall be *repaired*.

Remarks

- Continuity of the air barrier is important to maintain acceptable conditions for building occupants to minimize the accumulation of condensation within the assemblies, to control heat transfer to roofs where ice damming occur and to allow proper operation of the building services.

2.23

CONDITION

DRAFT FELT AT ELECTRICAL OUTLET

Acceptable Performance/Condition

Electrical boxes on exterior walls that are installed in the plane of the air barrier system shall be installed to prevent air infiltration.

Warranty

One-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 statutory warranty.

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.

2.24

CONDITION

MOVEMENT JOINTS IN MASONRY ARE OBSTRUCTED

Acceptable Performance/Condition

Movement joints in masonry construction shall allow free movement of masonry to prevent or relieve stress due to differential movement.

Warranty

One-Year - Work and Materials

Action

Movement joints not meeting the Acceptable Performance shall be repaired.

Remarks

- The Ontario Building Code references CSA A371 "Masonry Construction for Buildings"

3. ROOFING

3.1

CONDITION

LEAKS DUE TO SNOW OR RAIN DRIVEN INTO THE BUILDING THROUGH LOUVRES, GRILLES OR VENTS

Acceptable Performance/Condition

Vents, grilles and louvers must be designed and constructed to prevent the entry of rain, snow and insects into the building (unless they are designed to accommodate such penetration and incorporate drainage). Vents, grilles and louvers shall be installed in accordance with the Ontario Building Code.

Warranty

One -Year – Ontario Building Code Violations

Two -Year – Building Envelope Water Penetration

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

Action

Defective material or improper installation resulting in water penetration into the building shall be *repaired*.

Remarks

- Under some conditions, slight amounts of precipitation may be driven into roof vents, grilles and louvers and may subsequently dry without causing damage. This condition is warranted only where there is a demonstrated defect in work or materials supplied by the builder that result in water damage or ponding.

3.2

CONDITION

ROOF LEAKS

Acceptable Performance/Condition

Roofs shall allow no water penetration.

Warranty

One -Year – Ontario Building Code Violations

Two -Year – Building Envelope Water Penetration

* Water leakage resulting from improper maintenance or an act of God is excluded from the statutory warranty.

Action

Defects allowing water penetration through the roof shall be *repaired*.

Remarks

- Water penetration includes entry into occupied spaces and into concealed areas of the assembly or attic intended by the design to remain dry.
- Roofs include all components of the roof: shingles, membranes, flashings, drainage systems etc.
- The owner/Condominium Corporation should take immediate steps to prevent damage to their property and report any losses to their home insurance provider.

3.3

CONDITION

WATER IS TRAPPED UNDER ROOFING MEMBRANE

Acceptable Performance/Condition

Water shall not become trapped under roofing membrane.

Warranty

One -Year – Work and Materials

Two -Year – *Building Envelope* Water Penetration

Action

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

3.4

CONDITION

ROOFING MEMBRANE IS DEFECTIVE

Acceptable Performance/Condition

Membrane system must be installed in a good workmanlike manner free from damage and shall meet the requirements of the Ontario Building Code and the design.

Warranty

One -Year – Work and Materials

Two-Year - *Building Envelope* Water Penetration

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

Action

Membrane systems not meeting the acceptable condition shall be *repaired*.

Remarks

- Membrane thickness, number of layers, reinforcing etc. are generally defined by the manufacturer's specifications if not covered by the design documents. These attributes affect the durability of the system.

3.5

CONDITION

ROOF BALLAST NOT SUFFICIENT OR NOT EVENLY DISTRIBUTED

Acceptable Performance/Condition

Roof ballast must be installed in a good workmanlike manner meeting the requirements of the Ontario Building Code and the design.

Warranty

One -Year – Work and Materials

Action

Roof ballast not meeting the acceptable condition shall be *repaired*.

Remarks

- Ballast load, distribution and physical attributes (fines, rounded stone etc.) are usually specified in the design.

3.6

CONDITION

ROOF COUNTER FLASHINGS MISSING, POORLY INSTALLED, DAMAGED, NOT SECURED.

Acceptable Performance/Condition

Counter flashings must be installed in a good workmanlike manner meeting the requirements of the design.

Warranty

One -Year – Work and Materials

Action

Counter-flashings not meeting the acceptable condition shall be *repaired*.

Remarks

- Counter-flashing typically refers to sheet metal installed over a waterproofing membrane/system
- Some counter-flashings do not need to be sealed, if the design includes membrane below the sheet metal counter-flashing. Sealant shall be installed if required by the design.
- Counter-flashings should be sloped to shed water or installed as per design.

3.7

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

One -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.

4. FIRE SAFETY/CONTAINMENT/EGRESS

4.1

CONDITION

MISSING OR INADEQUATE FIRE STOPPING

Acceptable Performance/Condition

Fire stopping shall be installed in accordance with the Ontario Building Code and the design.

Warranty

One – Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation.

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

Action

Fire stopping not installed in accordance with the Ontario Building Code or the design shall be repaired.

Remarks

- Fire stopping is a rated assembly with particular dimensional and material requirements that must be adhered to.

4.2

CONDITION

IMPROPERLY CONSTRUCTED FIRE SEPARATIONS

Acceptable Performance/Condition

Fire separations should be constructed to meet the requirements of the Ontario Building Code and the design.

Warranty

One-Year - Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation.

Action

Fire separations not meeting the acceptable condition shall be *repaired*.

4.3

CONDITION

UNSEALED DRYWALL JOINTS IN FIRE SEPARATIONS

Acceptable Performance/Condition

Partition is constructed to meet the requirements of the Ontario Building Code and the design.

Warranty

One-Year - Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

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

Action

Partitions not meeting the acceptable Performance shall be *repaired*.

Remarks

- Typically interior drywall joints are finished or sealed when constructed as part of a fire rated assembly.
- Joint treatment may vary depending on the specified assembly.

4.4

CONDITION

GAPS AROUND SUITE ENTRY DOORS

Acceptable Performance/Condition

Suite doors located in corridors shall be installed to meet with the Ontario Building Code, referenced NFPA standards and the design.

Warranty

One-Year - Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation.

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

Action

Suite doors not meeting the acceptable condition shall be *repaired*.

Remarks

- Systems relying on central make-up air units distributing air via the corridors require gaps around suite doors to allow fresh air into the suite. Owners should not install weather-stripping around these doors.
- The lower limits on the size of the gap are determined by the required air flow; the upper limits are defined by NFPA standards.
- A 20 min fire protection rated door (i.e., a single storey suite to a 1 h fire separated public corridor), the suite entry door is required to have a clearance of not more than 6 mm at the bottom and not more than 3 mm at the sides and top

4.5

CONDITION

UNSEALED FORM-TIE HOLES

Acceptable Performance/Condition

Form-tie holes in demising and fire-rated partitions shall be sealed.

Warranty

One-Year - Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation.

Action

Conditions not meeting the acceptable performance shall be *repaired*

Remarks

- Unsealed form tie holes in demising walls that have been covered with drywall may compromise the required acoustic and fire performance of the assembly.

4.6

CONDITION

FIRE HOSE CABINET DOORS BLOCK DOORWAYS OR ARE BLOCKED

Acceptable Performance/Condition

Fire hose cabinets are required to be installed in conformance with the Ontario Building Code. However, fire hose cabinet doors are not to obstruct a means of egress when fully open, nor can they be located where they are likely to be obstructed.

Warranty

One-Year - Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Conditions not meeting the acceptable performance shall be repaired or approval from the Authority Having Jurisdiction shall be obtained and provided to the Corporation.

Remarks

Generally, where a fire hose cabinet location is not quickly identifiable, signage may be installed to clearly identify the location of the cabinet.

4.7

CONDITION

SPRINKLER HEAD TOO CLOSE TO SLAB

Acceptable Performance/Condition

Upright sprinkler head deflectors are required to be located a minimum of 25 mm and a maximum of 300 mm below the slab per NFPA standards referenced in the Code.

Warranty

One-Year - Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Sprinkler heads not meeting the acceptable performance standard shall be moved or the elevation of the sprinkler head is to be modified to provide the required clearance.

Remarks

- Head spacing limitations and restrictions must be considered when relocating sprinkler heads. This includes the maximum permitted spacing between sprinklers as well as the minimum spacing requirements (minimum requirements to prevent cold soldering of adjacent sprinkler heads).
- The hydraulic design of the sprinkler heads must also be considered.
- Pipe drainage issues must be considered when lowering the elevation of a sprinkler head or sprinkler pipe in a dry pipe type sprinkler system.
- NFPA 13 addresses specific requirements.

4.8

CONDITION

SPRINKLER COVERAGE INADEQUATE IN LOCKER ROOM

Acceptable Performance/Condition

Sprinkler coverage shall not be blocked by partitions (partition walls and framing members) constructed around lockers. Sprinklers are required to be located in such a manner that obstructions do not impede the sprinkler discharge pattern development.

Warranty

One-Year - Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Sprinkler heads not meeting the Acceptable Performance shall be repaired.

Remarks

- Head spacing limitations and restrictions must be considered when relocating sprinkler heads. This includes the maximum permitted spacing between sprinklers as well as the minimum spacing requirements (minimum requirements to prevent cold soldering of adjacent sprinkler heads).
- When relocating sprinkler heads, the maximum spacing limitations of the specific sprinkler head must be considered. The hydraulic capabilities of the system must also be considered.
- When installing additional sprinkler heads, the hydraulic capabilities of the sprinkler system must be considered.
- NFPA 13, 8.5.5. Further, the spacing to obstruction requirements of NFPA 13, 8.5.5 and the specific requirements of the sprinkler head (if they exist) must be adhered to

4.9

CONDITION

SELF-CLOSING DEVICES NOT OPERATING EFFECTIVELY

Acceptable Performance/Condition

Self-closing devices shall be able to close and latch the door automatically and shall comply with the requirements of the Ontario Building Code.

Warranty

One-Year - Work and Materials

Two-Year – Health and Safety Violations of Ontario Building Code regulations

Action

Self-closing devices must function as intended and comply with the requirements under the Ontario Building Code. Conditions not meeting the acceptable performance shall be *repaired*.

Remarks

- Self-closing devices must be able to close the door, but shall not make the opening force excessive.
- Self-closing devices require periodic adjustment due to use and seasonal variations. If it can be demonstrated that these types of maintenance adjustments are not sufficient to make the device operate as intended, then the closer would be considered defective.

4.10

CONDITION

MISSING FIRE DAMPERS

Acceptable Performance/Condition

Where fire dampers are required by the Ontario Building Code or the design, they shall be provided and properly set.

Warranty

One-Year - Work and Materials

Two – Year – Ontario Building Code Health and Safety Violations

Action

Conditions not meeting the acceptable performance standard shall be *repaired*.

4.11

CONDITION

CONCRETE BLOCK WALL IN A FIRE SEPARATION IS CRACKED

Acceptable Performance/Condition

Cracks in a concrete block wall that acts as a fire separation are not permitted.

Warranty

One-Year – Work and Materials

Two-Year – Health and Safety

Action

Cracks shall be *repaired* to maintain the fire separation integrity.

4.12

CONDITION

FIRE DETECTION – GROUND FAULTS/TROUBLE INDICATION

Acceptable Performance/Condition

A fire alarm system should not indicate faults or trouble within the warranty period.

Warranty

One-Year - Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Conditions causing trouble indication shall be *repaired*.

5. INTERIOR FINISHES/COMMON AREAS

5.1

CONDITION

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 plus/minus 6 mm from the *specified plane*.

Warranty

One-Year - Work and Materials

Ridges and depressions caused by *normal* shrinkage of materials are excluded from the statutory 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.

5.2

CONDITION

WATER ACCUMULATES ON DRAINED FINISHED INTERIOR FLOOR AREAS

Acceptable Performance/Condition

Where an interior finished floor area is intended to slope to drain, it shall be constructed so as not to impede drainage.

Warranty

One-Year - Work and Materials.

Action

Areas where drainage is impeded or it can be demonstrated that drainage is significantly impeded shall be *repaired*.

Remarks

- This guideline is intended to address finished areas such as pool decks, change rooms, laundry rooms, and garbage rooms etc. which are subjected to frequent wetting and which are provided with drains.
- The colour and texture of a repaired area may not perfectly match the surrounding area. Repairs should not be readily visible from a distance of 6m.

5.3

CONDITION

PAINTING IN PARKING GARAGES

Acceptable Performance/Condition

Paint in parking garages must meet applicable property standards bylaw requirements in effect at the date of registration of the condominium.

Warranty

One-Year - Work and Materials

Action

Paint finishes not complying with the acceptable conditions must be *repaired*.

6. CONVEYING SYSTEMS (ELEVATORS)

6.1

CONDITION

INADEQUATE OPERATING SPEED AND/OR ACCELERATION

Acceptable Performance/Condition

All elevators in a bank shall operate within the same performance range and meet the performance criteria of the building design.

Warranty

One-Year - Work and Materials

Action

Equipment not meeting the Acceptable Performance/Condition shall be repaired.

Remarks

- Typically, elevator consultants and elevator contractors' engineers assist the architects and building owners with the selection of the number of elevators and escalators. The selection is based on the speed, performance criteria and times. Hence, the performance of the physical devices has to meet the standard performance criteria of the design in order to provide acceptable service. Alternatively, it may be possible for the elevator contractor to demonstrate that the actual performance of the elevators can meet the traffic handling capacity of the building.

6.2

CONDITION

DOOR CLOSING TOO QUICKLY OR TOO SLOWLY

Acceptable Performance/Condition

Elevator doors shall operate within the manufacturer's recommended speed ranges and shall not exceed the code limit for maximum allowable kinetic energy. Kinetic energy of a closing door shall be based upon the sum of the hoist-way and the car door weights as well as the weight of parts rigidly connected to the doors and shall also include the rotational inertia effects of the door operator and the connecting transmission.

The door closing force necessary to prevent closing of the hoist-way door (or the car door or gate if power operated) from rest shall not exceed 135 N (30 lb.). This force shall be measured on the leading edge of the door with the door at any point between one-third and two-thirds of its travel, and shall also not exceed the maximum allowed code limits.

Warranty

One-Year - Work and Materials

Action

Equipment not meeting the Acceptable Performance/Condition shall be repaired.

6.3

CONDITION

ELEVATOR CAB POORLY ALIGNED

Acceptable Performance/Condition

The maximum clearance between the elevator cab sill and the landing sill shall be not more than 32mm (1.25 in.). The distance must be uniform and consistent across the length of the sill.

Warranty

One-Year - Work and Materials

Action

Equipment not meeting the Acceptable Performance/Condition shall be repaired.

Remarks

- Cabs which are poorly aligned will knock or bang against the rails within the shaft.

6.4

CONDITION

GUARDS MISSING ON ELEVATOR EQUIPMENT

Acceptable Performance/Condition

Guards on elevator equipment will be provided as required by the TSSA regulations in force at the time of registration. Equipment shall not present a risk of entanglement, pinching, shearing, crushing, abrasion, electrical shock or tripping. The machine guarding must be provided with certification by a Professional Engineer indicating that the machine guarding is compliant with the MOL requirements. All machine guarding installations must be provided with an appropriate TSSA submission and must be performed by a licensed elevator contractor.

Warranty

One-Year - Work and Materials

Action

Equipment not meeting the Acceptable Performance/Condition shall be repaired.

Remarks

- The TSSA has recommendations for guarding of elevator equipment in such a manner that proper maintenance is not impeded.
- *Entanglement* means exposure of limbs or clothing to being snagged by moving equipment, causing the worker to lose their balance and possibly be drawn into the moving element. The most common form of this exposure is found in a traction elevator machine room with ropes travelling over sheaves, or as found with high speed rotating shafts having exposed keys or other projections
- *Pinching or Nipping* means that components or equipment elements that through changing positions or rotation can pinch or nip a worker's limbs, commonly fingers, or clothing
- *Shearing* refers to components that through accidental contact can actually cause the loss of body parts
- *Crushing* is similar to nipping but more destructive and damaging effects
- *Abrasion* refers to components such as moving ropes or belts whose operation can lead to cutting injuries when contact with exposed skin occurs
- *Tripping* is a common hazard in many machine rooms, given the location and positioning of operating equipment. Many components are mounted low to the machine room floor (i.e. governor or motor generator set), and can often cause a person to fall over, especially when backing up without being aware of equipment positioning
- *Electrical Shock* is injury caused by momentary contact with live, unprotected electrical circuitry or components. Incoming voltages in elevator controls can range from 208 VAC

to 600 VAC, and many drive motors operate at either building incoming power or variations thereof (i.e., between 240 and 460 volts).

6.5

CONDITION

GUARD RAILS ON TOP OF CABS

Acceptable Performance/Condition

Guard rails on top of cabs will be provided as required by the TSSA regulations in force at the time of registration.

Warranty

One-Year - Work and Materials

Action

Guards not meeting the Acceptable Performance/Condition shall be repaired.

6.6

CONDITION

WATER IN PIT

Acceptable Performance/Condition

Elevator pits should be clear of standing water or fluids.

Warranty

One-Year - Work and Materials

Action

Pits not meeting the Acceptable Performance/Condition shall be repaired.

Remarks

- If leakage has caused corrosion of the elevator equipment, it must be repaired in a manner acceptable to the TSSA and consistent with the safety factor requirements. Where the condition of the pit steel and buffer is questionable, the Owner shall be supplied with a letter from a *Professional Engineer* confirming that the pit steel and equipment meets the requirements of the elevator code.

6.7

CONDITION

POOR ELEVATOR LEVELLING

Acceptable Performance/Condition

Elevators shall stop and re-level as required by the design.

Warranty

One-Year - Work and Materials

Action

Equipment not meeting the Acceptable Performance/Condition shall be repaired.

Remarks

- Maintaining appropriate leveling accuracy is important for health and safety reasons to prevent trip hazards.
- Elevator designs with closed loop negative feedback are capable of great degree of accuracy and consistency.

6.8

CONDITION

CONSTRUCTION DEBRIS IN PIT OR ELEVATOR MACHINE ROOM

Acceptable Performance/Condition

After completion of construction, the pit, hoist-way equipment and elevator machine room should be cleaned to remove all construction debris, and to remove construction dust from elevator control equipment.

Warranty

One-Year - Work and Materials

Action

Equipment not meeting the Acceptable Performance/Condition shall be repaired.

Remarks

- Dust in elevator or escalator controls can lead to overheating, intermittent failures, poor lubrication, seizure of components and difficulties in troubleshooting.

6.9

CONDITION

ELEVATOR NOT CONFORMING TO ONTARIO BUILDING CODE BARRIER FREE REQUIREMENTS

Acceptable Performance/Condition

Elevators shall conform to the requirements of the Ontario Building Code.

Warranty

One-Year – Work and Materials

Two-Year – Health and Safety Violation of Ontario Building Code

Action

Equipment not meeting the Acceptable Performance/Condition shall be repaired.

Remarks

- Barrier free design is covered by Appendix E of the Elevator Code. Under the terms of the Elevator Code, Appendix E is voluntary. However, Appendix E is a mandatory requirement under the Ontario Building Code, so full compliance to the referenced code is required.
- The following barrier-free requirements including appropriate height buttons Braille on buttons, position indicator, hands-free phones, call registration chime, passing floor chime, hall door jamb Braille, and voice annunciation indicating floor level may be affected.

6.10

CONDITION

OIL LEAKS, GREASE FITTING, BEARING SEALS SHALL BE FREE OF LEAKS OR DEFECT

Acceptable Performance/Condition

Elevators equipped with oil fitting, packing, valves, pumps, reservoir tank (hydraulic elevators), or bearings (sealed or unsealed), deflector sheaves, sprockets, oil buffers, etc. shall be free of oil leaks or grease escaping or leaking from the fittings.

Warranty

One-Year - Work and Materials

Action

Equipment not meeting the Acceptable Performance/Condition shall be repaired.

Remarks

- Ensuring that all components are operating as intended (leak free) is important for the longevity and proper operating of the components. Leaking bearings can result in a premature failure and seizing of the component. Leaking cylinders or coupling can be the result of excessive heat or component failure or could be the result of construction dust entering the packing.

6.11

CONDITION

ELECTRICAL SCHEMATICS MISSING

Acceptable Performance/Condition

All relevant schematics required for the proper maintenance and operation of the elevator shall be provided as required by the TSSA.

Warranty

One-Year - Work and Materials

Action

Equipment not meeting the Acceptable Performance/Condition shall be modified.

Remarks

- A proper as-built elevator electrical diagram is required by the TSSA and is important for the safe operation of the elevators and escalators. Hence, it is critical for the longevity of the device to have an as-built diagram in plasticized covering.

6.12

CONDITION

ELEVATOR NOISE DUE TO MISSING OR INADEQUATE SOUND MITIGATING DEVICE(S)

Acceptable Performance/Condition

The elevators should be provided with appropriate sound mitigation devices as required by the design.

Warranty

One-Year - Work and Materials

Action

Equipment not meeting the Acceptable Performance/Condition shall be repaired.

Remarks

- This section does not relate to noise created by components not directly related to the elevators and does not consider noise transmission unless it is 10dBA greater than ambient.
- Sound mitigating devices may include isolation pads, electrical isolation filters, hydraulic mufflers, pipe isolation coupling or cushioning pads as required by the design.

7. PLUMBING/MECHANICAL

7.1

CONDITION

WATER DISTRIBUTION SYSTEMS ARE LEAKING

Acceptable Performance/Condition

Domestic water supply and drainpipes including related fittings and valves shall not leak.

Warranty

One-Year – Work and Materials

Two -Year – Delivery and Distribution Systems

Action

Pipes, fittings and valves not meeting the acceptable performance shall be repaired.

7.2

CONDITION

DAMAGE CAUSED BY CONDENSATION ON PIPING SYSTEMS

Acceptable Performance/Condition

Piping system shall be installed to prevent damage due to condensation.

Warranty

One Year – Workmanship and Materials

Action

Piping systems not meeting the acceptable performance shall be repaired.

Remarks

- Pipes are typically insulated to minimize condensation formation.

7.3

CONDITION

PLUMBING OR SPRINKLER PIPES FREEZE AND/OR BURST

Acceptable Performance/Condition

Plumbing and sprinkler pipes exposed to freezing temperatures should be protected so the fluid inside does not freeze.

Warranty

One-Year – Work and Materials

Two -Year – Delivery and Distribution Systems

Action

Plumbing and sprinkler pipes not meeting the acceptable performance shall be repaired.

Remarks

- Some systems require draining as part of routine operations. Failure to drain may result in freezing that would not be covered by warranty.

7.4

CONDITION

SANITARY AND/OR STORM DRAINAGE SYSTEMS DON'T DRAIN PROPERLY

Acceptable Performance/Condition

Sanitary and storm drainage systems shall drain waste products to a public sewer or private sewer disposal system as per the design.

Warranty

One-Year- Work and Materials

Two -Year – Delivery and Distribution Systems

Action

Drainage systems not meeting the acceptable performance shall be repaired.

Remarks

- Obstructions can occur due to many causes. Only those resulting from defects in work or material supplied by the builder are eligible for warranty coverage; inappropriate use by owners is not covered by warranty.

7.5

CONDITION

FAUCET OR FIXTURE IS LEAKING

Acceptable Performance/Condition

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

Warranty

One-Year – Work and Materials

Action

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

7.6

CONDITION

EXHAUST SYSTEM TERMINATES IN ATTIC, CRAWL OR CONCEALED SPACE

Acceptable Performance/Condition

Exhaust systems shall be ducted in such a fashion that they do not cause condensation in attics, crawl spaces or other concealed spaces.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violations.

Action

Exhaust systems not meeting the acceptable performance shall be repaired.

Remarks

- Systems exhausting moist air can cause condensation problems if not terminated appropriately.

7.7

CONDITION

NOISY WATER SUPPLY PIPES.

Acceptable Performance/Condition

Water supply pipes shall be installed to minimize noise caused by water hammer or vibration/pipe movement.

Warranty

One-Year – Work and Materials

Two-Year - Delivery and Distribution Systems.

Action

Water supply pipes not meeting the acceptable performance shall be repaired.

Remarks

- Some vibration may relate to poor maintenance of fixtures
- The sound of water flowing through pipes is normal and not covered by the statutory warranty.

7.8

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

One-Year - Work and Materials.

Action

Defective products shall be repaired or replaced.

Remarks

- Damage resulting from improper maintenance or abuse by the owner is excluded from the statutory warranty

7.9

CONDITION

PIPE HANGER/SUPPORT IS CORRODED

Acceptable Performance/Condition

Metal pipe supports and hangers may show signs of corrosion; this is not considered a warranty issue as it is a normal condition associated with exposed metal materials.

Warranty

None.

Action

None.

Remarks

- This item pertains to mild steel supports. Other, more corrosion-resistant materials could be called for in the design.

7.10

CONDITION

PIPE HANGER/ SUPPORT MISSING

Acceptable Performance/Condition

Pipe supports and hangers shall be installed to provide adequate support.

Warranty

One-Year - Ontario Building Code Violations, Materials and Workmanship
Two -Year – Delivery and Distribution Systems

Action

Support systems not meeting the acceptable standard shall be repaired.

7.11

CONDITION

PIPING IS NOT LABELLED/FLOW ARROWS NOT PROVIDED

Acceptable Performance/Condition

Where distribution piping is required to be labeled by the Ontario Building Code and or the design, flow direction indicators and other specified labels shall be installed.

Warranty

One-Year - Work and Materials.

Action

Distribution piping not meeting the acceptable condition shall be repaired.

7.12

CONDITION

EXCESSIVE NOISE/VIBRATION FROM MECHANICAL EQUIPMENT

Acceptable Performance/Condition

Mechanical equipment shall be installed with appropriate sound and vibration control measures to limit noise and vibration transmission to occupied spaces.

Warranty

One-Year - Work and Materials.

Action

Installations not meeting the Acceptable Performance shall be modified.

Remarks

- “Occupied spaces” means those areas normally occupied by residents.
- Noises or vibration likely to disturb the quiet enjoyment of a reasonable occupant should be addressed.

7.13

CONDITION

DEFECTS IN EXTERIOR THERMAL INSULATION ON DUCTS

Acceptable Performance/Condition

Exterior thermal insulation shall be installed in accordance with good workmanship and follow the requirements of the design.

Warranty

One -Year – Work and Materials

Action

Thermal insulation not meeting the acceptable condition shall be repaired.

Remarks

- Damage caused by maintenance activities after turn-over is not warranted.

7.14

CONDITION

CROSS CONTAMINATION (EXHAUST NEAR INTAKE)

Acceptable Performance/Condition

Air intakes shall be located to minimize the potential for cross-contamination from adjacent exhaust systems.

Warranty

One-Year - Materials and Workmanship

Two-Year - Ontario Building Code Health and Safety Violations, Distribution and Delivery

Action

Air handling systems not meeting the Acceptable Performance shall be modified.

7.15

CONDITION

EQUIPMENT CANNOT BE MAINTAINED

Acceptable Performance/Condition

Equipment shall be installed in such a manner that it can be accessed for maintenance. Clearances shall be adequate to permit required maintenance.

Warranty

One-Year - Work and Materials

Action

Equipment not meeting the Acceptable Performance shall be relocated or modified.

Remarks

- In some instances specialized equipment may be needed to access some equipment for maintenance; this is not warranted.

7.16

CONDITION

MISSING GUARDS ON MECHANICAL EQUIPMENT

Acceptable Performance/Condition

Equipment that includes moving parts that might cause pinching or entrapment shall be guarded.

Warranty

One-Year - Work and Materials

Two-Year - Ontario Building Code Health and Safety Violations

Action

Equipment not meeting the Acceptable Performance shall have guarding installed.

7.17

CONDITION

INADEQUATE AIR SUPPLY

Acceptable Performance/Condition

Air supply systems shall provide the air flow required by the design.

Warranty

One-Year - Work and Materials

Two-Year - Distribution and Delivery

Action

Systems not meeting the Acceptable Performance shall be repaired.

Remarks

- Typically a balancing report is used to demonstrate that a system meets design requirements.

7.18

CONDITION

GLYCOL LEVELS ARE BELOW SPECIFIED PERCENTAGES/LEVELS

Acceptable Performance/Condition

Glycol levels/percentage shall meet with the requirements of the design.

Warranty

One-Year - Work and Materials

Two-Year - Delivery and Distribution Systems.

Action

If there is no reasonable evidence that the glycol levels were acceptable at the time of commissioning, then glycol levels not meeting the acceptable conditions shall be repaired.

Remarks

- Inadequate glycol levels sometimes indicate a leak in the system.

7.19

CONDITION

INADEQUATE COOLING

Acceptable Performance/Condition

If a cooling system is provided, it shall be capable of maintaining indoor air temperature at the temperature specified in the design for the geographic location of the building. Not all cooling systems are intended to run all year, so this requirement only applies to the portion of the year that the design indicates is to be provided with cooling.

Warranty

One-Year - Work and Materials

Action

Where the cooling system is not capable of achieving the acceptable performance, repairs shall be made.

7.20

CONDITION

FLOW VELOCITY OR IMBALANCE IN DOMESTIC WATER SYSTEMS

Acceptable Performance/Condition

Water flow velocity and system balance in domestic water pipes should meet the requirements of the Ontario Building Code and the design.

Warranty

One -Year – Work and Materials

Two -Year – Delivery and Distribution Systems

Action

Systems not meeting the acceptable performance criteria shall be repaired.

Remarks

- Excessive flow velocity is believed to promote pinhole leakage in pipes.
- A lack of balance can contribute to excessive flow in some pipes, with lower flow in others.

7.21

CONDITION

MISSING CLEAN-OUTS

Acceptable Performance/Condition

Clean-outs shall be installed to facilitate maintenance, as required by the Ontario Building Code and the design.

Warranty

One-Year - Work and Materials

Two -Year – Delivery and Distribution Systems

Action

Missing clean-outs shall be provided.

Remarks

- Clean-outs shall be reasonably accessible.

8. ELECTRICAL

8.1

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 and square to surrounding finishes.

Warranty

One-Year - Work and Materials.

Action

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

8.2

CONDITION

MISSING COVER PLATE ON ELECTRICAL BOXES

Acceptable Performance/Condition

Electrical cover plates shall be installed.

Warranty

One-Year - Work and Materials

Action

Electrical cover plates not meeting the acceptable condition shall be provided.

Remarks

- All electrical boxes must be properly covered, regardless of their location in the building.

8.3

CONDITION

ELECTRICAL EQUIPMENT MISSING LABELS

Acceptable Performance/Condition

Electrical panels and circuits must be clearly labeled.

Warranty

One-Year - Work and Materials

Action

Missing labels must be provided.

8.4

CONDITION

LIGHT LEVEL DOES NOT COMPLY WITH ONTARIO BUILDING CODE

Acceptable Performance/Condition

Electrical lighting levels shall meet the requirements of the Ontario Building Code and the design.

Warranty

One-Year - Work and Materials

Two-Year – Ontario Building Code, Health and Safety (see remarks)

Action

Electrical lighting levels not meeting the acceptable condition shall be repaired.

Remarks

- Light output of bulbs degrades over time. Light levels measured within the first year warranty period shall meet Code requirements. Further degradation of the bulbs beyond the first year would be considered normal wear and tear and be addressed by the homeowner.
- If the lighting system cannot achieve required light levels even with new bulbs, then two year warranty coverage would apply.

8.5

CONDITION

ELECTRICAL EQUIPMENT MISSING SPINKLER SHIELDS

Acceptable Performance/Condition

Where electrical equipment is installed in a sprinklered space, shields must be installed to protect the electrical equipment from the water in the event that the sprinklers are triggered.

Warranty

One-Year - Work and Materials

Action

Missing shields shall be installed. Ineffective shields shall be repaired.

8.6

CONDITION

FUEL STORAGE AND DELIVERY SYSTEM NON-COMPLIANT

Acceptable Performance/Condition

Fuel storage tanks and equipment shall comply with TSSA requirements in force at the time of condominium registration.

Warranty

One-Year - Work and Materials

Two-Year – Health and Safety

Action

Equipment not meeting the Acceptable Performance shall be repaired.

8.7

CONDITION

DEFECTS IN GENERATOR AND RELATED EQUIPMENT

Acceptable Performance/Condition

Generators and related storage tanks and equipment shall comply with TSSA requirements in force at the time of condominium registration.

Warranty

One-Year - Work and Materials
Two-Year – Health and Safety

Action

Equipment not meeting the Acceptable Performance shall be repaired.

9. LANDSCAPING/SITE FINISHES

9.1

CONDITION

SETTLEMENT OF SIDEWALKS, DRIVEWAYS AND ROADWAYS

Acceptable Performance/Condition

Sidewalks, driveways, roadways and similar areas shall be constructed to prevent shifting or settlement that causes damage or affects intended use.

Warranty

One -Year – Work and Materials

Action

Components not meeting the acceptable condition shall be repaired.

Remarks

- Subsidence of land is not covered by the warranty. Components installed on the site (pavements, walkways etc.) must be adequately supported to prevent subsidence of the component.

9.2

CONDITION

LANDSCAPING INCOMPLETE OR NOT ACCORDING TO DESIGN

Acceptable Performance/Condition

The landscaping shall be completed according to the design and for more clarity, according to the landscape drawings approved by the municipality.

Warranty

One -Year – Work and Materials

Action

Landscaping not meeting the acceptable condition shall be repaired.

Remarks

- Plantings that fail due to improper maintenance are excluded from the statutory warranty.

9.3

CONDITION

THE SHRUBS, TREE(S), PLANTS, OR SOD HAVE DIED

Acceptable Performance/Condition

Landscaping plants supplied and installed by the builder and properly maintained by the condominium corporation shall be alive for the warranty period.

Warranty

One -Year – Work and Materials

Action

Plantings not meeting the acceptable performance requirements shall be replaced.

Remarks

- Owners must water and nurture landscaping plants after installation to maintain warranty coverage.
- Plants on municipal property such as boulevards and walkways are not covered by the statutory warranty.

9.4

CONDITION

DETERIORATED CONCRETE CURBS AND SIDEWALKS

Acceptable Performance/Condition

Concrete curbs and sidewalks shall not disintegrate to the extent that the aggregate is exposed.

Warranty

One -Year – Work and Materials

Action

Curbs and sidewalks not meeting the acceptable performance requirements shall be repaired.

Remarks

- Impact damage caused by snow-plowing activities does not have warranty coverage.
- Some architectural finishes deliberately expose aggregate. This would not be considered deterioration.

9.5

CONDITION

PONDING ON PEDESTRIAN WALKWAYS AND DRIVEWAYS/ROADWAYS

Acceptable Performance/Condition

Driveways and roadways that are designed to drain shall be constructed so that water drains off these surfaces without creating ponds which remain 24 hours after the rain event. Pedestrian sidewalks that are designed to drain shall be constructed so that water drains off these surfaces without creating accumulation/ponding that might create a safety hazard.

Warranty

One -Year – Work and Materials

Action

The surfaces not meeting the acceptable condition shall be repaired.

Remarks

- Ponding on site surface poses a particular safety risk due to ice formation so drainage of these components is important.

9.6

CONDITION

LANDSCAPING NOT SLOPED AWAY FROM FOUNDATION OR BUILDING WALLS

Acceptable Performance/Condition

Landscaping shall be graded to prevent drainage towards the foundation or building walls.

Warranty

One -Year – Work and Materials

One - Year – Ontario Building Code Violations

Action

Surfaces not meeting the acceptable condition shall be repaired.

9.7

CONDITION

EXTERIOR HANDRAIL/GUARD/FENCE FINISH DETERIORATED

Acceptable Performance/Condition

Handrail, guard and fence finishes shall remain intact for the warranty period.

Warranty

One -Year – Work and Materials

Action

Finishes not meeting the acceptable condition shall be repaired.

Remarks

- Finishes can require frequent renewal due to exposure conditions, but should be designed and installed to be durable for the duration of the warranty period as a minimum.
- Damage to finishes related to owner activities is not warranted.
- This item is intended to cover all painted metal site features

9.8

CONDITION

RETAINING WALL SHIFTING

Acceptable Performance/Condition

Retaining walls must remain in place without shifting in a manner which affects performance.

Warranty

One-Year - Work and Materials

Action

Retaining walls not meeting the acceptable performance requirements shall be repaired.

9.9

CONDITION

LEAKAGE THROUGH CONCRETE RETAINING WALLS AND CONCRETE PLANTER WALLS

Acceptable Performance/Condition

Concrete retaining walls or planter walls shall not display water seepage unless the walls are designed to accommodate seepage without causing damage to the exposed finishes.

Warranty

One-Year - Work and Materials

Action

Walls not meeting the acceptable performance requirements shall be repaired.

9.10

CONDITION

WATER PONDING ON LANDSCAPING

Acceptable Performance/Condition

The site shall be graded to shed water in accordance to the requirements of the design. Where no grade is specified in the design for a slope, a minimum gradient of 2% is considered acceptable; sod or graveled areas may have a minimum gradient of 1%.

Warranty

One -Year – Work and Materials

Action

Site grading shall meet the acceptable condition by conforming to a municipally approved grading plan/site plan, where applicable.

Remarks

- Typically municipalities require ponding in landscaped areas to dissipate within 48 to 72 hours after a water event (please also see REFERENCE final item number related to ponding on walkways and driveways)
- After the first year, the owner is responsible for maintaining the finished site grading to ensure ponding water does not adversely affect their premises.

10. BARRIER-FREE

10.1

CONDITION

BARRIER-FREE PATH OF TRAVEL IS NOT WIDE ENOUGH

Acceptable Performance/Condition

The width of every *barrier-free* path of travel must be wide enough to allow for the passage of wheelchairs and provide turning spaces where required as described by the Ontario Building Code.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Paths of travel not meeting the Code requirements shall be repaired.

Remarks

- A specific area of concern is within a parking garage (pathways blocked / obstructed by parking spaces)

10.1

CONDITION

CONTROLS INSTALLED TOO HIGH

Acceptable Performance/Condition

Height of controls above the finished floor must comply with the Ontario Building Code.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Where the acceptable performance has not been met, controls shall be lowered and the related finishes restored.

Remarks

- The building codes limits the height above the floor of elevator and power door operator controls, controls for the operation of building services or safety devices, including electrical switches, thermostats, interphones and intercom switches, intended to be operated by the occupant and located in a barrier-free path of travel so they are accessible to a person in a wheelchair and operable with one hand.

10.3

CONDITION

BARRIER-FREE ACCESS FOR INDIVIDUALS AND VEHICLES DOES NOT COMPLY WITH THE ONTARIO BUILDING CODE

Acceptable Performance/Condition

Barrier-free access for individuals shall be provided to exterior parking areas (where provided) and to a least one parking level, where a passenger elevator serves an indoor parking level.

The vehicular entrance to and from at least one parking level and all areas intended to be used by wheelchair accessible vehicles is required to have an adequate vertical clearance as defined by the Code.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

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

10.4

CONDITION

NO BARRIER-FREE ACCESS TO EXTERIOR PASSENGER LOADING ZONES

Acceptable Performance/Condition

If an exterior passenger loading zone is provided it is required to accommodate certain vehicles used in handicap transport as defined in the Ontario Building Code.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

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

10.5

CONDITION

DOOR KNOBS ARE NOT BARRIER-FREE

Acceptable Performance/Condition

Door opening devices that are the only means of operation are required to be designed so that they do not require tight grasping and twisting of the wrist.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Door hardware not meeting the Acceptable Performance shall be replaced.

10.6

CONDITION

DOORS REQUIRE EXCESSIVE FORCE TO OPEN

Acceptable Performance/Condition

The opening force required to open doors in barrier-free paths of travel must comply with Ontario Building Code.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Doors not complying with the acceptable performance shall be repaired.

Remarks

- Door opening force does not apply to doors equipped with power door opening/closing devices.
- Regular maintenance of building systems (doors, air balance) is required to ensure that the requirements of the code are maintained.

10.7

CONDITION

VISION PANELS IN DOORS IN A *BARRIER-FREE* PATH OF TRAVEL ARE NOT SIZED OR LOCATED PROPERLY

Acceptable Performance/Condition

Where a vision panel is provided in a door in a *barrier-free* path of travel, it must comply with the location and dimensional requirements of the Ontario Building Code.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Visions panels not complying with the Acceptable Performance shall be repaired.

Remarks

- Applies to all doors with vision panels and located in a *barrier-free* path of travel.

10.8

CONDITION

GLASS DOORS NOT CLEARLY IDENTIFIED

Acceptable Performance/Condition

A door in a *barrier-free* path of travel consisting of a sheet of glass is required to be marked with an opaque strip (attributes defined in the Ontario Building Code) so that it is readily apparent.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Code compliant identification is required to be provided.

10.9

CONDITION

BARRIER-FREE RAMP WIDTH BETWEEN HANDRAILS IS NOT WIDE ENOUGH

Acceptable Performance/Condition

Ramps located in a *barrier-free* path of travel are required to have a minimum between handrails per Ontario Building Code.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Ramps not meeting the Acceptable Performance shall be repaired.

10.10

CONDITION

BARRIER-FREE WASHROOM NOT DESIGNED PROPERLY

Acceptable Performance/Condition

Barrier-free accessible washrooms shall be designed to incorporate the features itemized in the Ontario Building Code to facilitate use.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Barrier-free washrooms not meeting the Acceptable Performance shall be repaired.

10.11

CONDITION

BARRIER-FREE SHOWER NOT IN COMPLIANCE

Acceptable Performance/Condition

Where required by the Ontario Building Codes, barrier-free showers meeting code requirements shall be provided.

Warranty

One-Year – Work and Materials

Two-Year - Ontario Building Code Health and Safety Violation

Action

Barrier-free shower to be provided as required.