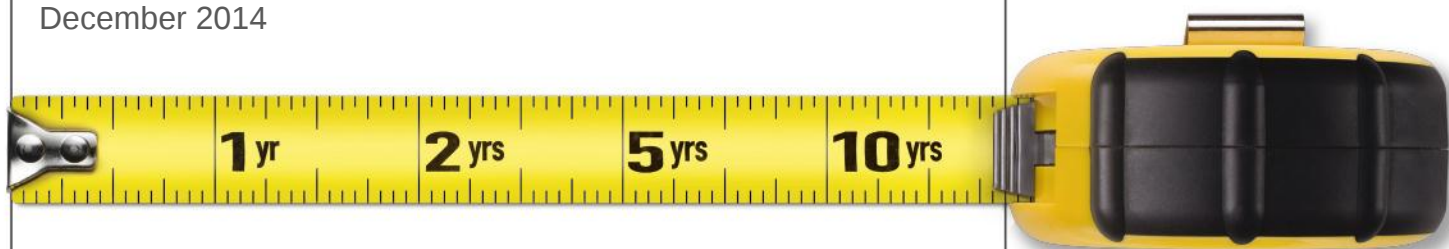


Construction Performance Guide for New Home Warranty in Alberta

December 2014



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About This Guide

Overview

Buying or building a new home represents a significant financial investment. Consumers should be able to make that investment with confidence that their home will be free of unforeseen expenses to repair defects once they have moved in.

Alberta's *New Home Buyer Protection Act* (NHBPA) came into effect on February 1, 2014 to protect the interests of home buyers, home builders, and new home warranty providers alike. The NHBPA established a requirement that all new homes built for sale or under a construction contract must be covered by home warranty insurance or be exempted from this requirement through an authorization from the New Home Buyer Protection Office of Alberta Municipal Affairs.

The *Construction Performance Guide for New Home Warranty in Alberta* is one of a number of resources created to support the implementation of the NHBPA by providing information and guidance to the general public, as well as homeowners, home buyers, builders, warranty providers, and other stakeholders involved in the construction and sale of homes.

The first 17 pages of the Guide summarize key aspects of the legislation, and the bulk of the Guide catalogs issues commonly discovered in the first few years of the life of a home. The Guide indicates whether an issue can be defined as a defect under the legislation and explains the actions homeowners can expect warranty providers and builders to take to resolve those defects. The New Home Buyer Protection Office has produced this guide in order to ensure that homeowners, builders, and warranty providers alike clearly understand their rights and responsibilities under the terms of the NHBPA.

Homeowners and the Guide

Whether they are buying their first home, their dream home, or their retirement home, a new home purchase is likely the single biggest investment most consumers ever make. Consumers should be able to make that investment with the confidence that their home will be free of unforeseen expenses and that defects will be rectified. This Guide pays particular attention to supporting homeowners by providing clear and concise information about Alberta's *New Home Buyer Protection Act* and its supporting regulations.

The information in the first 17 pages of the Guide will help you understand new home warranty insurance in Alberta and the roles and responsibilities of builders, warranty providers, and homeowners under the legislation. Take the time to familiarize yourself with this material. Ask your warranty provider about key dates, such as when your coverage ends, recommended service schedules, information on required maintenance, and contact information. Familiarize yourself with your warranty provider's claim process and who to turn to if an issue goes unresolved.

Know your responsibilities for maintaining your home in order to maintain your warranty. These could include regular activities such as cleaning eavestroughs, changing furnace filters, and other functions that may impact your warranty.

Before filing a claim, make sure the issue is covered by your warranty. Review your warranty policy, including your start date and whether the issue is covered under the terms. You may wish to contact your builder to discuss the defect and see if the problem can be resolved without filing a claim.

NOTE: Contacting your builder does not constitute a claim under your warranty policy. Directly contact your home warranty provider to make a claim. Familiarize yourself with the claim process so you can take the required steps, when necessary.

The Government of Alberta has implemented an online registry for new home warranty. You can find information about your warranty and warranty provider by going to homewarranty.alberta.ca, selecting “Public Registry”, and typing your address into the search tool. The registry can also be used to check that the home you are considering buying has a warranty, and how much coverage is left.

Purpose of This Guide

The Guide has been developed to provide homeowners, builders and warranty providers with an easy-to-use reference on:

1. basic requirements of warranty coverage under the NHBPA and
2. recommended minimum performance expectations for new homes in Alberta.

The Guide helps homeowners to understand whether an issue they encounter with their new home can be considered a defect and how to work with their builders and warranty providers to resolve such issues.

The Guide is not meant to be a comprehensive listing of all issues that can appear in a new home. The exclusion of any given issue from the Guide does not mean that it is not a defect or that a warranty provider is not responsible for addressing a claim related to that issue. The Guide is a living document, and defect content may be added in future versions based on input from homeowners, builders, and warranty providers. Homeowners should talk to their warranty providers regarding actions to be taken for addressing issues not listed in the current version of the Guide.

The Guide complements Alberta’s construction codes (including electrical, plumbing, gas, etc.) and other guidelines and standards set out by industry and manufacturers. The Guide does not supersede the codes, which primarily address issues of structural integrity and health or safety. Not all defects are code violations. In the event of a conflict between the Guide and any of the construction codes, the codes will take precedent.

The Guide primarily addresses low-rise, wood-frame homes, and may not apply in all respects to other types of residential dwellings. Where appropriate, specific defect entries have been written to take into

account construction practices inherent to modular and ready-to-move homes. As well, the Guide contains guidelines for common property in multi-unit buildings.

Over time, the Guide will be reviewed and adapted to keep pace with evolving construction practices, materials and technologies, as well as legislative and regulatory changes. To understand how a particular defect might be handled by a builder or warranty provider, homeowners should consult the edition of the Guide in effect at the time of commencement of their warranty coverage.

The *New Home Buyer Protection Act* and its supporting regulations were used as source material for portions of the Guide. This does not mean that the Guide serves as a replacement for or definitive interpretation of the legislation. In matters where the language in the Guide appears to conflict with the legislation, the legislation supersedes the Guide. As needed, the Guide will be revised to align with the NHBPA and supporting regulations, as well as relevant interpretive bulletins issued by the Registrar.

The views expressed in this Guide do not necessarily represent those of the Government of Alberta or of any individual contributor. The greatest of care has been taken to verify all information contained herein; however, each situation is different and readers are strongly advised not to rely simply on the contents of this Guide, but to carefully review the Act, the regulations and their home warranty insurance policy. When considering making a warranty claim, homeowners might wish to obtain construction and/or legal advice from qualified engineers, architects, licensed residential builders, and lawyers as may be appropriate for the specific circumstance.

Nothing in this Guide alters any rights or obligations of any party under the Act, the regulations or any other applicable laws. The Government of Alberta and those involved in the writing and publication of this Guide assume no liability for any statements made in this Guide or for any damage, loss, injury, or expense that may be incurred or suffered as a result of the use of or reliance on this publication.

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- Canadian Home Builders' Association – Alberta
- Modular Housing Association - Prairie Provinces
- National Home Warranty Group Inc.
- Progressive Home Warranty Solutions
- The Alberta New Home Warranty Program
- Travelers Insurance Company of Canada

Alberta Municipal Affairs gratefully acknowledges the valuable inputs of all participants.

About the New Home Buyer Protection Act

1-2-5-10 Coverage

In order to better protect new homeowners, the *New Home Buyer Protection Act* requires that all new homes, other than those that are specifically exempt, must be covered by new home warranty insurance meeting the following minimum terms:

- 1) defects in materials and labour for at least 1 year after the commencement date of the home warranty insurance policy,
- 2) defects in materials and labour related to delivery and distribution systems for at least 2 years after the commencement date of the home warranty insurance policy,
- 3) defects in the building envelope¹, including those resulting in water penetration, for at least 5 years after the commencement date of the home warranty insurance policy, and
- 4) structural defects for at least 10 years after the commencement date of the home warranty insurance policy.

As well, at the time warranty coverage is purchased, the warranty provider must offer the builder the option to purchase an additional 2 years of coverage for defects in the building envelope. As a homeowner, you should check your policy to verify coverage, as the builder may not have opted for the additional building envelope coverage.

Owner Builder Authorization

Individuals who wish to build their own home may apply to the New Home Buyer Protection Office for an Owner Builder Authorization. If the application is successful, they may build their home without third party warranty. If the recipients of an Owner Builder Authorization sell their home within 10 years after first occupancy, they are required to purchase warranty coverage for the remainder of the warranty coverage periods described above.

Individuals who wish to build their own home may also obtain coverage for the home they are building at the start of construction much like a residential builder. Contact any of the Alberta's warranty providers for more information.

Owner builder criteria and owner builder authorizations can be found in sections 3 and 4 of the New Home Buyer Protection Ministerial Regulation.

¹ "Defects in the building envelope" are defects that result in the failure of the building envelope to perform its intended function.

Rental Buildings and Other Exemptions

A multi-unit rental building may be issued an exemption from the requirement for home warranty insurance if the owner registers an exemption with the Registrar that meets the conditions of ownership outlined in the New Home Buyer Protection Ministerial Regulation 2(5) and (6). The owner of such a building may not sell or agree to sell or make any other disposition of the building except if it is sold to a person who agrees to continue to use the building for rental purposes.

Hotels, motels, dormitories, care facilities, and relocatable work camps are exempt from the definition of “new home” and are not required to carry home warranty insurance. See section 2(2) of the New Home Buyer Protection Ministerial Regulation for more information on other exemptions.

There are also several organizations which have a named exemption in the New Home Buyer Protection Ministerial Regulation 2(2), (3) and (4).

Transfer of Home Warranty Insurance Coverage

If ownership of the home changes within the period covered by the new home warranty insurance, the balance of the remaining coverage transfers to the new owner. All applicable remaining benefits that have not expired or been reduced from a previous claim are automatically transferred on change of ownership. Owners who sell their new home should provide the policy documents and the maintenance manual (if one has been provided) to the new owners. Notice to the warranty provider is not required.

What’s Covered and Not Covered

Homeowners should carefully read their home warranty insurance policy to become familiar with the terms and conditions of their insurance, including commencement dates, exclusions, owner maintenance obligations, standard of coverage, and financial limits of the policy. These items are also addressed in the *New Home Buyer Protection Act* and its supporting regulations, including the Home Warranty Insurance Regulation of the *Insurance Act*.

Generally, home warranty insurance covers only *defects*, which are defined by the New Home Buyer Protection General Regulation as follows:

“ ‘defect’ means any design, construction or material used in the construction of a new home that is discovered after the commencement of coverage under a home warranty insurance contract and

- (i) is contrary to the building code,
- (ii) requires repair or replacement due to the negligence of an owner builder or a residential builder or person for whom the owner builder or residential builder is by law responsible,
- (iii) constitutes an unreasonable health or safety risk, or
- (iv) has resulted in material damage to the new home.”

The builder and warranty provider should be aware that by agreeing to allow an owner to supply design, materials, or labour prior to occupancy, the builder and warranty provider are agreeing to cover these items, as well. In effect, the owner is to be treated as a sub-trade. Design, materials or labour provided by the owner that are not agreed to by the builder and warranty provider may be excluded from coverage.

Home warranty insurance does not deal with contract-related issues such as substitution of materials or colours or failure to deliver on some aspect of the contractual agreement between builder and home buyer. Issues such as delayed occupancy, financial issues, including deposit refunds and cost overruns, or incomplete work are also considered to be contract-related issues. It is generally considered the homeowner's responsibility to address these issues directly with the builder. Your builder may offer deposit insurance; however, this is separate from your home warranty insurance.

Site grading and surface drainage beyond what is prescribed by the *Alberta Building Code* may be excluded from coverage; landscaping, municipal services, and non-residential detached structures such as garages, garden sheds or other outbuildings (certain exceptions apply to condominium common property) may also be excluded.

Weathering, normal wear and tear, and normal shrinkage of materials are excluded, as are damages caused by acts of nature, animals or insects, and fire.

Damages caused by abuse, owner negligence, or improper maintenance and damages resulting from work performed by the owner or under the owner's direction after occupancy are not covered under warranty.

A detailed list of permitted exclusions can be found in section 6 of the Home Warranty Insurance Regulation of the *Insurance Act*.

Pre-Delivery Inspection

A pre-delivery inspection is a walk-through performed by the builder and homeowner to inspect the property together prior to closing or settlement. During the inspection, the homeowner and builder should verify that all terms of the contract have been met, the home is completed and that major items are in working order. Often builders will take this opportunity to provide the homeowner with a new home orientation to explain operation of the home's systems, and provide manuals and maintenance documentation. During the inspection, the homeowner and builder should thoroughly examine the entire interior and exterior of the home. Any damaged, incomplete or missing items, as well as anything that is not operating properly, should be noted and recorded on the pre-delivery inspection. Warranty providers will usually have a form for this purpose, but may use varied terminology to describe it, such as a completion certificate or a certificate of possession.

It's important to note that warranty providers will generally rely on information recorded (or not) and agreed to on the pre-delivery inspection form (PDI form) to determine whether or not they will cover

items like but not limited to physical damage to materials, such as finished flooring, counter tops, incomplete work, accepted work and plumbing fixtures. Where such damage may have occurred after occupancy, the damage will probably be judged to be not covered as a defect.

The process of purchasing a home is separate from the application of Home Warranty Insurance. While builders may undertake to repair, replace or otherwise deal with a number of issues at the pre-delivery inspection and record that on a PDI form, that does not necessarily mean that those issues will be covered by home warranty insurance in the event that the builder does not follow through. Regardless of what a builder might promise, home warranty insurance is limited to the correction of defects as set out in the policy and in the NHBPA and Regulations.

Commencement Dates for Home Warranty Insurance

Knowing the commencement date for a home warranty insurance policy is important. If the home is a single family dwelling or a single unit in a multiple family dwelling, depending on the ownership conditions, coverage may commence the earlier of:

- the date the home is first occupied,
- the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy the home, or
- transfer of title.

Common property coverage for a condominium begins when:

- the title of an inhabitable unit transfers in an arms-length transaction and
- the builder has entered into an agreement with a qualified person to have a Building Assessment Report prepared for the building or phase within 180 days of the transfer of title.

For further details on commencement of coverage, please refer to the *New Home Buyer Protection Act* and the New Home Buyer Protection General Regulation.

Maintenance Required

Proper care and maintenance is important to preserve the long-term value of any new home. The first owner of a new home may receive a maintenance manual from their residential builder or their warranty provider. These manuals provide useful information on the care and maintenance of the new home. Owners who receive a maintenance manual are advised to read their manual carefully and undertake the regular maintenance recommended in it. Performing required maintenance, particularly that which is outlined in the maintenance manual and manufacturer's manuals, will help ensure your warranty coverage is not adversely affected. Owners who have not received maintenance manuals should contact their residential builder and warranty provider to find out if maintenance manuals are available and clearly understand the maintenance requirements in their warranty contract. To extend

the lifetime of their homes and fulfill their obligations under their warranty contracts, homeowners are encouraged to be proactive in learning and implementing home maintenance best practices.

Filing a Claim

The NHBPA does not define a claims handling process that must be followed by all warranty providers. However, the following steps provide a general course of action for homeowners who discover a defect after taking possession of their new home:

1. Take any steps necessary to mitigate the damages caused by the defect.
2. Consult the home warranty insurance policy to find the commencement date of the coverage, which will enable the status of the coverage to be determined.
3. If you wish to make a claim under your home warranty insurance policy, contact your warranty provider to initiate the claims process.
4. Your warranty provider may have your builder contact you to discuss the defect.
5. It is advisable that you always contact your warranty provider and seek direction regarding any defects and steps you should take.
6. Note that contacting your home builder directly to discuss defects does not initiate a claim under your home warranty insurance. If you choose to contact your builder first, you should be mindful of the expiry date of your home warranty insurance coverage.

Before contacting the warranty provider, consult the home warranty insurance policy and any other documentation provided by the warranty provider in order to understand the specific requirements of that warranty provider's claims process.

Owner's Obligation to Mitigate Damages

Under the Home Warranty Insurance Regulation of the *Insurance Act*, homeowners have obligations such as following recommended maintenance procedures and taking reasonable action to prevent further damage in the event of an issue with their new home. In most instances, it is advisable to send a written notice of any issues to the builder and warranty provider. In the event of an issue that requires immediate attention, such as a water leak or electrical hazard, a phone call to the builder or warranty provider may be required. Calls should be quickly followed by a written notice. Failure to do so in a timely fashion may affect the homeowner's right to make any claim. Photographs of the occurrence should be taken before and during any repairs to serve as a visual record for warranty purposes.

The homeowner is obligated to take reasonable action, such as turning off the water or shutting off the breaker, to mitigate or lessen any damages. It is also the homeowner's obligation to allow timely access to the home, upon receiving reasonable advance notice, for the builder or warranty provider to investigate any claims and/or undertake any repairs. These obligations extend to include any periods when the home is unoccupied or occupied by someone other than the owner. Failure to take appropriate action to mitigate or lessen any damages may result in both the initial issue and any resulting damages being excluded from warranty coverage.

An owner's duty to maintain and mitigate survives even if the new home is unoccupied, occupied by someone other than the owner, or for sale.

Role of the Warranty Provider

A warranty provider's primary responsibilities under a contract of warranty begin on commencement of warranty coverage. Each warranty provider will have its own specific procedures and requirements for handling of claims, and homeowners should familiarize themselves with the obligations of their warranty provider as laid out in their home warranty insurance policy.

The NHBPA does not explicitly define a claims handling process that must be followed by all warranty providers. However, there are certain general expectations homeowners can have regarding the services provided by their warranty provider:

- On receiving notice of a claim, a warranty provider should promptly make reasonable attempts to contact the homeowner to arrange an evaluation of the claim.
- The warranty provider should make reasonable efforts to avoid delays in responding to a claim, evaluating the claim, and scheduling any required repairs.
- If, on evaluation of a claim, the warranty provider determines that the claim is not valid or not covered, the warranty provider should notify the homeowner of that decision in writing, along with the reasons for the decision.
- Repairs should be undertaken in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.
- All repairs and replacements made under a home warranty contract must be completed in a reasonable manner using materials and labour conforming to the *Alberta Building Code* and industry standards.

Please note that these are guidelines only. Homeowners should carefully read their home warranty insurance policy to understand the obligations of their warranty provider, as well as to comply with all notices and other provisions it contains.

Warranty providers often have contracts with their residential builder clients that, for a specific period of time, obligate the builder to correct defects that are deemed to be covered by home warranty insurance. The decision on who will correct defects, whether the original builder or another contractor, is made by the warranty provider.

Access to Inspect and Repair

Owners are required to provide their warranty provider and/or any of their agents, including builders, with access to their home to investigate claims or conduct repairs at all reasonable times, provided they are given reasonable advance notice. Failure to provide this access could result in the denial of the claim.

Definitions

Abuse

To use something improperly to the extent that damage or excessive wear becomes apparent. Abuse can be unintentional, occasional or attributed to a seemingly innocent action.

Act

The *New Home Buyer Protection Act*.

Act of Nature

An act which occurs exclusively by the forces of nature, uncontrolled and uninfluenced by human intervention and which is of such a character that it could not have been prevented or escaped from by any amount of foresight or prudence. For example: a snowstorm or tornado.

Builder

A person who engages in, arranges for or manages all or substantially all of the construction or reconstruction of a new home, or agrees to do any of those things, and includes a general contractor.

Building Code

The *Alberta Building Code* in effect at the date the building permit was issued for the *home*.

Building Envelope

The collection of components that separate conditioned space from unconditioned space, exterior air or the ground, or that separate conditioned spaces intended to be conditioned to temperatures differing by more than 10°C at design conditions.

CEC

The *Canadian Electrical Code*.

Claim

Written notice given by an owner to their warranty provider and residential builder that provides reasonable detail about defects that the owner believes are covered by the policy of home warranty insurance.

Consequential Damage

Damage to the building materials or components of the home resulting from failure of a related or adjacent component.

Contiguous Areas

Areas that are touching.

Contract /Contractual

An agreement between two parties that is enforceable by law.

Cosmetic

Serving (primarily) an aesthetic or appearance function.

Crazing

The development of a network of random cracks or fissures on the surface of concrete, mortar or solid surfaces caused by shrinkage of the surface layer or by hot water expansion and contraction.

CSA

The Canadian Standards Association.

Defect

Any design, construction or material used in the construction of a new home that is discovered after the commencement of coverage under a home warranty insurance contract and

- is contrary to the building code,
- requires repair or replacement due to the negligence of an owner builder or a residential builder or person for whom the owner builder or residential builder is by law responsible,
- constitutes an unreasonable health or safety risk, or
- has resulted in material damage to the new home.

Defects in the Building Envelope

Defects that result in the failure of the building envelope to perform its intended function.

Delivery and Distribution Systems

Includes electrical, gas, plumbing, heating, ventilation and air-conditioning systems to which the *Safety Codes Act* applies and any other systems prescribed as delivery and distribution systems. Also includes private sewage disposal systems that serve a single property, are designed to receive not more than 25 cubic meters of sewage each day, and are designed to dispose of sewage either on the property that the system serves or in a holding tank. Appliances and fixtures attached to a delivery and distribution system are excluded from the definition of delivery and distribution system.

Developer

One who prepares raw land for construction and then sells serviced lots to a builder.

Dimensional Wood/Lumber

Wood milled with varying width, thickness and length.

Driveway

A surface intended and constructed primarily to be used for vehicular access to or from a new home.

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; exterior cladding is considered part of the building envelope.

Finish

The exposed, relatively thin (usually), cosmetic or protective layer; as opposed to the supporting substrate material.

Guide

The Government of Alberta's *Construction Performance Guide for New Home Warranty in Alberta*.

Homeowner

The registered legal owner of the home.

Homeowner Maintenance

Work which is done regularly to keep a home and its equipment in good condition and working order. New homes require maintenance. Homeowners need to familiarize themselves with mechanical systems, utilities, and routines involved in the maintenance of the home. Damage caused by improper homeowner maintenance is not considered a defect.

Homeowner Responsibility

An action required of the homeowner.

Home Warranty Insurance / Home Warranty Insurance

A contract of insurance issued by a warranty provider covering defects in the construction of a new home and consequential losses or costs incurred by the owner.

Humidity

The amount of water vapour within the air expressed as a percentage of the amount of water the air can hold at one atmosphere pressure and at a given temperature.

Improper Maintenance

Maintenance that is not in keeping with maintenance requirements, recommended procedures, or best practices.

Load Bearing

The support system of the home capable of transmitting live and dead loads to the supporting ground as determined from the plans and specifications of the home, and includes only the footings, piles, foundation walls, grade beams, teleposts, load-bearing walls, beams, floor systems and roof trusses.

Manufactured Home

A home that is constructed as an individual pre-assembled unit intended for delivery to a residential site, or from a number of pre-assembled units that are intended for delivery to and assembly at a residential site.

Manufacturer's Warranty

Guarantee made by the fabricator or assembler of a product regarding the performance, quality, and reliability of that product.

Measurement and Dimensions

In many entries in this guide, a value has been attached to quantify the magnitude of the defect in an attempt to reduce subjective assessment. The imperial number is the value that should be used in all instances. The metric number (in parenthesis) is an approximation only for the convenience of those who may be more familiar with that measuring system. Tape measures are commonly available in either system but micrometers or Vernier calipers for smaller measurements are usually not found around the home. For the purposes cited in this guide, smaller measurements may be approximated by considering the thickness of a typical business card:

- 1 business card | 0.25 mm
- 2 business cards | 0.5 mm
- 3 business cards | 0.75 mm
- 4 business cards | 1.0 mm

Mitigation of Damages

The responsibility of a homeowner to stop or reduce damages affecting the home by acting both responsibly and in a timely manner (especially those involving water or utilities).

Multi-Family Dwelling

A building containing 2 or more dwelling units.

Municipality

An incorporated city, county, metropolitan authority, town, village, township, district or rural municipality or other incorporated municipal body having corporate status and powers of self-government.

Naturally

As would be expected through inherent nature.

New Home

A building, or a portion of a building, that is newly constructed or that is being constructed and is intended for residential occupancy and in respect of which the purchase period has not expired, and includes:

- a self-contained dwelling unit that is detached, attached to one or more other self-contained dwelling units, or includes a secondary suite,
- common property, common facilities and other assets of a condominium corporation,
- any building or portion of a building that is of a class prescribed as a class of new home to which this Act applies,
- a building that is intended for residential occupancy and that is a reconstruction, and
- a manufactured home,

but does not include a hotel, motel, dormitory, care facility, relocatable work camp, or any building exempted by the regulations from the definition of new home.

NHBPO

The New Home Buyer Protection Office.

Normal

Something exhibiting typical, usual, or conventional construction, design or operation.

Normal Lighting

Normal lighting is light sourced from the sun or by the fixtures as installed by the Builder. The use of additional light sources; flood lights, flash lights and flashes to enhance an irregularity is not considered normal. Normal lighting is not associated with a particular time of day.

Normal Viewing Position

Typical or usual viewing conditions, that is:

- Flooring is viewed from a standing position;
- Interior finishes are viewed from 5 feet (1.5 m) at 90° or such other parameter as specified in this guide.
- Exterior finishes are viewed from 20 feet (6 m) or such other parameters as specified in this guide.

Normal Wear and Tear

Physical deterioration arising from age and normal use.

Patina

The change in an object's surface appearance resulting from natural aging due to normal wear and tear and oxidation.

Private Sewage Disposal System

A plant for the treatment and disposal of sewage, including a septic tank and absorption field, that is not connected to a municipal sewage disposal system and is installed during the construction of a new home.

Properly Painted Surface

A painted surface that is uniform in appearance, color, and sheen and is free of foreign material, lumps, skins, runs, sags, misses, strike-through, or insufficient coverage. It is a surface which is free of drips, splatters, spills or overspray which were caused by the contractor's workforce.

Compliance to meeting the criteria of a "properly painted surface" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position, (no less than a 45 degree angle to the wall surface).

Readily Apparent

To display a certain condition without repositioning, adjusting, or tuning the senses of the observer; under normal lighting and from a normal viewing position.

Readily Audible

To hear a sound clearly in a normal use condition.

Readily Visible

To see a detail clearly from a normal lighting and normal viewing position.

Reconstruction

A building where, after a change, alteration or repair to the building, at least 75% of the enclosed square footage of the building above the foundation at the completion of the change, alteration or repair is new. A change, addition, alteration or repair to a building's surfaces, fixtures or decorations is not a reconstruction for the purposes of the NHBPA.

Rectify

To make right or correct (i.e., resolve a defect) by either repair or replacement.

Repair

To recondition, mend or put back in working order. The chosen repair method will bring the variance to within the acceptable performance condition as specified in the guide.

Replace

To substitute or put in the place of another with an equivalent item.

Smooth

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

Specified Plane

An invisible, straight, line between two points on the surface of a wall, ceiling or floor which defines the intended flat surface.

Structural Defect

Any defect in materials, labour and design that results in the failure of a load-bearing part of the new home, and any defect that causes structural damage that materially and adversely affects the use of the new home for residential occupancy.

Substrate

The surface, or medium, that serves as a base for the next layer of finish (protective or cosmetic surface).

Surface Water Management

A process of establishing and maintaining grades and systems for the control of surface water.

Uniform

Having similar form, colour, texture or attributes throughout a defined area.

Walkway

With respect to defects discussed in this guide, the walkway is the builder-constructed surface that serves as the primary pedestrian access to the front of the new home and may include stairs; the walkway may connect the home to the driveway or connect the home to public property.

Water Test

The test performed to confirm water leaks, both above and below grade.

How to Use the Performance Guidelines

The performance guidelines provide easy-to-understand explanations of the most frequently encountered defects and required responses. This information serves as a reference only, and does not supersede any aspect of the *New Home Buyer Protection Act* or the *Alberta Building Code*, which shall have precedence in all instances.

The performance guidelines set out defect information in the following format:

Exterior Elements / Site Work	Content section/sub-section
Defect: Exterior deck is springy or shaky.	Nature of defect
Warranty Coverage 12 months on workmanship and materials. See your home warranty insurance policy for details.	Term of coverage for defect not meeting the Accepted Performance Condition
Acceptable Performance Condition Minor deck movement is acceptable when all structural members including beams and joists are sized, installed and fastened in accordance with the Alberta Building Code .	54 Accepted level of performance
Remarks Even when installed in accordance with the Alberta Building Code , decks are typically unrestrained on one, two or even three sides. Slight movement may occur under normal use and is acceptable.	Additional information regarding the defect and response
Claim Response Decks built by the builder that do not meet the acceptable performance conditions shall be repaired.	The typical response to the defect
See Also	Available related information resources that may help more clearly define the issues at hand.
Notes 	Notes field for Guide users

Performance Guidelines

1 Exterior Elements / Site Work

1.1 Exterior deck is springy or shaky.

Acceptable Performance Condition:

Minor deck movement is acceptable.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Decks built by the builder that do not meet the acceptable performance conditions shall be rectified.

Remarks:

Even when installed in accordance with the *Alberta Building Code*, with all structural members including beams and joists sized, installed and fastened in accordance, slight movement may occur under normal use and is acceptable.

Decks are designed for specific loading. Overloading decks beyond the design capacity can cause stability and structural issues. Owners should consult their maintenance documentation and if necessary a professional review should be conducted before installing hot tubs or other heavy loads on decks.

Notes:

1.2 Exterior deck elevation has changed.

Acceptable Performance Condition:

Sealed deck surfaces are designed to have a positive slope away from the home. Typical sealed deck slope is 2 inches (50 mm) over 12 feet (3.65 m).

Slope is not of consequence for decks using spaced deck boards that allow for drainage.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

The builder shall rectify a sealed deck which has developed a negative slope that could direct water towards the home.

Remarks:

In multi-family construction where stacked decks exist, lumber shrinkage or settlement may affect the slope of the deck.

Frost heave or excessive settlement of deck supports due to improper surface water management by the homeowner is not considered a defect.

Decks over living spaces must comply with the *Alberta Building Code*.

See Also:

1.10 Water ponding on solid surface of deck.

Notes:

1.3 Exterior wood handrails have splinters.

Acceptable Performance Condition:

Handrail surfaces intended to be grasped shall not have splinters.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Handrails not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Splinters developing from normal wear and tear or weathering can be removed by sanding as part of homeowner maintenance.

Notes:

1.4 Spacing between adjacent deck boards is not uniform.

Acceptable Performance Condition:

Deck boards forming the walking surface shall be spaced to provide a generally uniform appearance. Variance in spacing of adjacent deck boards shall not exceed +/- 3/8 inch.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Deck boards not meeting the acceptable performance conditions shall be rectified.

Remarks:

Dimensional wood deck boards are exposed to humidity changes which will induce natural swelling and shrinkage of the wood, possibly resulting in deck board spacing that is not uniform. This is normal and acceptable.

Notes:

1.5 Movement is noticeable on exterior deck railing.

Acceptable Performance Condition:

Minor movement of exterior deck guards and railings is acceptable when designed and installed in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Deck guards and railings that do not meet the acceptable performance condition shall be rectified.

Remarks:

Slight movement in railings and guards under normal use and is acceptable.

Railings should return to their original position after being subjected to adjacent forces.

The selected design of a railing or guard can affect rigidity. Railings that are laterally supported or pinned will inherently exhibit more rigidity than railings that are not.

Notes:

1.6 Floor decking boards are split, warped or cupped.

Acceptable Performance Condition:

Floor decking boards shall be installed to be generally uniform, without distortions such as splitting, warping, and cupping; however, deck floor boards may split, warp, or cup with exposure to the natural environment.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Deck floor boards not meeting the acceptable performance condition shall be rectified. Deck floor boards shall be fastened securely to minimize warping and cupping.

Remarks:

Dimensional wood deck flooring boards are more susceptible to cracking, warping and cupping than man-made composite decking materials, and these conditions cannot reasonably be prevented in wood deck boards. Some splitting is natural.

The finish on flat woodwork is not warrantable.

When replacement boards are necessary, the builder should attempt to closely match the existing deck boards. It is acceptable that replacement boards shall look newer than existing boards.

Notes:

1.7 Fasteners stick up on deck surfaces.

Acceptable Performance Condition:

Fasteners shall be set flush or slightly recessed.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Fasteners which protrude above decking and do not meet the acceptable performance condition shall be rectified.

Remarks:

In order to minimize the volume of water that each hole potentially holds, fasteners are not deeply recessed.

Typically, the lumber dries and shrinks away from the fasteners, as opposed to the fastener rising.

The occasional protruding fastener can easily be reset as part of routine homeowner maintenance.

Notes:

1.8 Stains from fasteners exist on exterior decking.

Acceptable Performance Condition:

Builders shall use deck fasteners that are compatible with the deck material being used.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Deck fasteners not meeting the acceptable performance condition shall be replaced.

Remarks:

It is normal and acceptable for galvanized, coated, and stainless steel connectors to lose their initial luster over time.

A watermark resulting from repeated exposure to wetting and mineral deposition should not be interpreted as the fastener corroding.

Notes:

1.9 Stain colour varies on wood deck.

Acceptable Performance Condition:

The stain on a wood deck shall appear generally uniform in colour. Colour variations are acceptable when changing from a horizontal plane to a vertical plane (i.e. from a vertical guard or fence to a horizontal deck).

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Stain not meeting the acceptable performance condition shall be rectified.

Localized repairs are acceptable.

Remarks:

Exterior wood stain offers a general colour, but the final effect of colour is dependent upon the grain structure of the wood, whether it is rough sawn or sanded, whether the wood has been prepped with a primer or sealer, and especially the natural variations in the wood itself. The same colour applied to the same substrate will exhibit a difference in shade from vertical to horizontal.

Stain that is exposed to direct sunlight will tend to fade faster than those areas protected by shade. When a stain is exposed to direct sunlight, the amount and type of pigment in the stain will determine how quickly it will react. Generally, solid stains and darker coloured stains tend to fade or oxidize faster than transparent stains in lighter colours.

Some pre-finished deck boards, such as treated lumber or manufactured deck boards, may have dye lot differences. This is acceptable and not a defect.

Horizontal deck surfaces are considered normal wear surfaces. Such wear is not a defect.

See Also:

7.20 Exterior paint, stain, or clear finish blisters and peels on vertical surfaces.

Notes:

1.10 Water is ponding on solid surface of deck.

Acceptable Performance Condition:

Solid surface decks (including vinyl sheet) provided by the builder shall be designed and installed to avoid excessive water ponding. Some incidental ponding after a rain is to be expected on solid surface decks. An area of water that exceeds 4 square feet (0.37 square meters), a depth of 1/8 inch (3 mm), and remains standing in excess of 30 minutes after a rainfall is considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Solid surface decks that do not meet the acceptable performance condition shall be rectified.

Remarks:

Edge flashing and seams that accumulate minor ponding along their length are acceptable.

Notes:

1.11 Water is ponding at or near the foundation.

Acceptable Performance Condition:

Ponding as a result of settlement or subsidence is not a defect.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

The homeowner is responsible for surface water management to ensure water does not affect the home or the neighbouring property. Any landscaping elements installed by the homeowner should not adversely affect drainage patterns established by the builder.

Notes:

1.12 Ground has settled around the home or along utility lines.

Acceptable Performance Condition:

Settling or subsidence of ground around the home or along utility lines is not a defect.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

The homeowner is responsible for surface water management to ensure water does not affect the home or the neighbouring property. Any landscaping elements installed by the homeowner should not adversely affect drainage patterns established by the builder.

See Also:

1.11 Water is ponding at or near the foundation.

Notes:

1.13 Window well is not at the correct height.

Acceptable Performance Condition:

Window wells shall be installed in accordance with the *Alberta Building Code*.

Window wells shall be installed so that the top of the window well is above finished grade a minimum of 2 inches (50 mm) and not more than 6 inches (150 mm) at the upper level.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Window wells not meeting the acceptable performance condition shall be rectified.

Remarks:

The window well should be installed deep enough so as to allow for drainage material below the lowest point of the window.

Alterations to the finished grade by the homeowner that affect window well heights are not defects. Homeowners are responsible for maintaining grades and installing landscaping to ensure window well heights are maintained.

Notes:

1.14 Lawn, trees, shrubs or plants have died.

Acceptable Performance Condition:

Landscaping, including elements such as lawn, trees, shrubs or plants, exists outside the terms of the warranty.

Where an element, such as a tree, is part of the community architectural controls, the issue is with the developer and beyond the responsibility of the builder.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Homeowners are responsible for watering and nurturing the trees, shrubs, lawns and plants on their property. Surface water management should be an integral part of the landscape plan.

Landscaping should be considered only after all disturbed soil has consolidated or been thoroughly compacted.

Issues with trees, shrubs, lawns and landscaping are not considered defects.

See Also:

1.15 Sod/seeding not completed.

Notes:

1.15 Sod/seeding not completed.

Acceptable Performance Condition:

Landscaping, including lawns and grass exists outside the terms of the warranty.

Where an element, such as a lawn, is part of the community architectural controls, the issue is with the developer and beyond the responsibility of the builder.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Issues with trees, shrubs, lawns and landscaping are not considered defects.

See Also:

1.14 Lawn, trees, shrubs or plants have died.

Notes:

2 Concrete

General and Basements

2.1 Efflorescence (a whitish crystalline powder) is present on concrete surfaces.

Acceptable Performance Condition:

Efflorescence commonly occurs on concrete surfaces.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Efflorescence is a white deposit on concrete surfaces caused by a combination of soluble salts, moisture, and hydrostatic pressure, and can present itself in localized areas.

Efflorescence is an indication of the normal condition of moisture moving through the material to the surface.

Efflorescence is usually harmless and can be removed with a stiff brush and water.

See Also:

3.1 Efflorescence (a whitish crystalline powder) is present on masonry surfaces.

7.18 Efflorescence (a whitish crystalline powder) is present on exterior surfaces.

Notes:

2.2 Interior concrete surfaces are powdery.

Acceptable Performance Condition:

Concrete surfaces shall be sufficiently hardened in order to prevent powdering such that the original cannot be readily scratched away to a depth of 1/16 inch (1.5 mm).

Minor dusting of the concrete surface may occur. However, the condition is considered excessive where the aggregate becomes exposed.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Concrete surfaces not meeting the acceptable performance condition shall be rectified.

Remarks:

Surface deterioration due to homeowner applied substances or improper maintenance is not a defect.

Powdering may be due to cement carbonization from gas-fired space heaters. Space heaters should be indirect-fired furnace-type heat exchangers which produce clean hot air with no exhaust fumes.

If a local repair is involved, the colour and texture of a repaired concrete area may not match the surrounding, original concrete.

Notes:

2.3 Exposed concrete foundation wall has holes in the surface.

Acceptable Performance Condition:

Minor surface imperfections and voids in concrete are normal. However, the exterior portion of foundation walls exposed to view shall have no holes (including honeycombing) that expose reinforcing or result in water leakage.

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Walls with holes exceeding the acceptable performance condition shall be rectified.

Remarks:

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

Notes:

2.4 Foundation wall leaks.

Acceptable Performance Condition:

Foundation walls shall not allow water penetration.

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Water penetration through a basement foundation wall shall be rectified.

Remarks:

Dampness caused by condensation is not covered under warranty, but actual water penetration through the foundation wall is covered. In the event of a water leak through a foundation wall, the homeowner has an obligation to mitigate damages and report the issue to the builder immediately. Consequential damage to personal property or any personal injury from the water penetration is excluded from the warranty.

Water leaks can often be attributed to the eavestrough downspout extensions not being in place, or the extensions not being lowered to properly direct rainwater away from the foundation wall. Proper positioning of the down pipe extensions and grade maintenance are the responsibility of the homeowner.

Surface grades altered by the homeowner may void warranty coverage.

See Also:

14.16 Eavestroughs or downspouts leak.

14.17 Eavestroughs overflow during rainfall.

Notes:

2.5 Cast-in-place concrete foundation wall is cracked.

Acceptable Performance Condition:

Minor cracks resulting from normal shrinkage are acceptable. Cracks in excess of 1/8 inch (3 mm) in width are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

10 years for structural defects.

Claim Response:

Concrete walls exceeding the acceptable performance condition shall be rectified.

Remarks:

Concrete walls naturally crack due to shrinkage during the curing process. If water penetration is not an issue, a cosmetic repair for cracks exceeding the acceptable performance condition is acceptable. Where excessive cracking and/or lateral or vertical movement is evident, further investigation may be required to determine if a structural defect exists. The colour and texture of a rectified area may not match the surrounding concrete.

Notes:

2.6 Water is leaking in through the basement floor slab.

Acceptable Performance Condition:

Basement floor slabs shall not allow water penetration.

Warranty Coverage

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Defects resulting in water penetration through the basement floor slab shall be rectified. A subsurface investigation may be required.

Remarks:

Dampness caused by condensation is not warrantable.

Crawlspace topping is not considered a basement floor slab.

If a sump system is installed, failure by the homeowner to maintain the system may void warranty coverage.

Water leakage resulting from improper maintenance, exterior grade alterations made by the homeowner, an act of nature, or a failure of municipal services or other utilities, is excluded from the warranty.

Notes:

2.7 Concrete basement floor is cracked.

Acceptable Performance Condition:

Random cracks resulting from normal shrinkage are acceptable. Cracks greater than 1/8 inch (3 mm) horizontal or vertical displacement are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Cracks in excess of the acceptable performance condition shall be rectified.

Consideration should be given to the length of the crack that exceeds the acceptable performance condition and the ability of cracks to retain repair material.

Remarks:

Concrete floors dehydrate during the curing process, often resulting in surface cracks. Actual crack widths shall be determined by measuring inside the crack at its widest point, exclusive of chipped areas.

Where repairs are necessary, colour and/or texture of the repair may not match the surrounding concrete. Caulking material is considered an acceptable repair.

Contraction along the perimeter of a concrete floor is a normal occurrence and not considered a crack.

A slab on grade is not considered a structural element.

Notes:

2.8 Concrete basement floor (without builder-applied finished flooring) deviates from the specified plane of the floor.

Acceptable Performance Condition:

Within the general surface of the floor, a line represented by a 4-foot straight edge resting over a localized undulation in relation to the plane of the floor, shall not permit the passage (beneath) of a sphere measuring 3/8 inch (10 mm) in diameter.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Uneven floors exceeding the acceptable performance condition shall be rectified.

Remarks:

Sloped floor areas designed to provide drainage to floor drains are not considered uneven. Sloped floor areas near floor drains, footings, and plumbing protrusions are acceptable.

Repairs may include grinding or applying a topping. The colour and texture of a rectified area may not match the surrounding concrete; this is acceptable.

Notes:

2.9 The plane of the concrete basement floor has settled or heaved.

Acceptable Performance Condition:

Heaving or subsiding of the concrete floor slab greater than 1 inch over 10 feet (25 mm in 3.078 meters) within 1 year of commencement of warranty is excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Areas of the floor that have risen or subsided excessively within one year of the date of commencement of warranty shall be rectified.

Remarks:

Repairs may include grinding or applying a topping. The colour and texture of a rectified area may not match the surrounding concrete; this is acceptable.

Areas of the basement floors sloped to direct water to a floor drain are acceptable.

Changes in moisture content of the soil may contribute to movement of the basement floor. This may be a result of inadequate surface water management.

Notes:

2.10 Basement floor feels damp.

Acceptable Performance Condition:

Dampness on basement concrete floor surfaces caused by condensation or capillary transport is a normal process when water vapour meets a sufficiently cool surface.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Basements are the coolest part of a home and the relative humidity along a concrete surface will be naturally higher.

During the first year of a new home, concrete surfaces expel water that was required during the cement curing process. Storage of items directly on the basement floor in the first year should be avoided.

A basement laundry area can be responsible for producing significant amounts of moisture which can condense on a concrete floor surface.

Crawlspace topping is not considered a basement floor.

Dampness can be reduced by using a dehumidifier or by increasing the amount of ventilation to the area.

See also:

2.5 Cast-in-place concrete foundation wall is cracked.

Notes:

Garages

2.11 Garage concrete floor has heaved or settled.

Acceptable Performance Condition:

Cast-in-place concrete garage floors, supported by grade, shall not heave or subside to produce a negative slope inward from the overhead door. Heaving or subsiding of the concrete floor slab greater than 1 inch over 10 feet (25 mm in 3.078 meters) within 1 year of commencement of warranty is excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

The concrete floor slab shall be rectified to drain water away from the home.

Remarks:

Consideration should be given to the amount of frost in the ground when making a determination.

Where a floor drain is installed consideration shall be given to the drainage design.

The colour and texture of a rectified area may not match the surrounding concrete; this is acceptable.

Detached garages may be excluded from coverage.

See Also:

2.13 Water is accumulating on the garage floor.

Notes:

2.12 Garage concrete floor is cracked.

Acceptable Performance Condition:

Cracks resulting from normal shrinkage are acceptable. Cracks that exceed 1/8 inch (3mm) are considered excessive. Vertical displacement at a crack exceeding 1/4 inch (6 mm) is considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Cracks or displacement not meeting the acceptable performance condition shall be rectified. Consideration should be given to the ability of cracks to retain repair material as well as the length of the crack that exceeds the acceptable performance condition.

Remarks:

Concrete floors naturally dehydrate during the curing process often resulting in surface cracks.

Actual crack widths shall be determined by measuring inside the crack at its widest point, exclusive of the chipped area.

Where repairs are necessary, colour and/or texture of the repair may not match the surrounding concrete; this is acceptable.

Caulking material is considered an acceptable repair.

Contraction along the perimeter of a concrete floor is a normal occurrence and not considered a defect.

Cracks occurring at control joints and materials such as “zip strips” used for crack control are acceptable.

See Also:

2.13 Water is accumulating on the garage floor.

Notes:

2.13 Water is accumulating on the garage floor.

Acceptable Performance Condition:

Minor variations in the surface of the floor may impede immediate drainage; this is considered acceptable provided that the garage floor is sloped to drain to the exterior.

Incidental water ponding from vehicle run-off into traffic areas that exceeds 4 square feet (0.37 square meters) in area and to a depth greater than 1/4 inch (6mm), remaining in excess of 30 minutes, is considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Concrete floor slabs not meeting the acceptable performance condition shall be rectified to reduce ponding.

Remarks:

Consideration should be given to the amount of frost in the ground when making a determination.

Closed overhead doors may impede drainage to the exterior.

The colour and texture of a rectified area may not match the surrounding concrete; this is acceptable.

Providing drain holes in the area of ponding, which directs water underneath the slab may cause sensitive soils to expand or contract creating additional problems, and is not recommended.

See Also:

2.11 Garage concrete floor has heaved or settled.

2.12 Garage concrete floor is cracked.

Notes:

Exterior Concrete**2.14 Exterior concrete flatwork surface is deteriorating.**

Acceptable Performance Condition:

Surface deterioration on concrete flatwork, to the extent that the aggregate is exposed, shall not exceed 10% of the affected panel(s) under normal conditions of weathering and use.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Where concrete surface deterioration exceeds 10% of the affected panel(s), the concrete surface shall be rectified.

Remarks:

Cleaning concrete of road salts and application of appropriate concrete sealer is part of homeowner maintenance. Homeowner applied salts and de-icers applied either intentionally, for ice melting, or unintentionally, from road slush, can stress concrete surfaces leading to deterioration. Damage from such sources is not considered a defect.

Consideration must be given to the prevailing performance of concrete that represents the industry standard for concrete within that geographic area.

Sandblasting of the surface or replacement of the affected panel is considered an acceptable repair.

Notes:

2.15 Cracking has occurred on surface of exterior concrete flatwork.

Acceptable Performance Condition:

Concrete flatwork displays random cracks or fissures, usually visible when the surface has been wet and it is beginning to dry out.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Concrete crazing is the development of a network of random cracks or fissures on the surface of concrete or mortar caused by shrinkage of the surface layer. Generally, crazing cracks develop at an early age and are apparent the day after placement or at least by the end of the first week. Often they are not readily visible until the surface has been wet and it is beginning to dry out.

Crazing is an aesthetic issue that occurs as a result of normal shrinkage. Crazing cracks do not affect the structural integrity of concrete and rarely do they affect durability or wear resistance.

Cleaning concrete of road salts and application of appropriate concrete sealer is part of homeowner maintenance. Homeowner applied salts and de-icers applied either intentionally, for ice melting, or unintentionally, from road slush, can stress concrete surfaces leading to deterioration. Damage from such sources is not considered a defect.

Notes:

2.16 Exterior concrete driveway or walkway is cracked.

Acceptable Performance Condition:

Where caused by subsidence, cracks in excess of 1/4 inch (6 mm), excluding chips, in vertical or horizontal displacement are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Concrete driveways or walkways not meeting the acceptable performance condition shall be rectified.

Remarks:

Consideration should be given to the amount of frost in the ground when making a determination.

Minor cracks developing in driveways due to the following are not covered:

- Frost heave/erosion,
- heavy loads from large vehicles, or
- normal shrinkage of the asphalt or concrete.

Delivery trucks and large vehicles can exert excessive force and should not be permitted on residential driveways.

Rectified areas may be a different colour; this is acceptable.

Notes:

2.17 Exterior concrete driveway or walkway has heaved.

Acceptable Performance Condition:

This is not a defect.

Warranty Coverage:

None.

Claim Response:

None.

Remarks:

Surface water management is the responsibility of the homeowner. Water should not be directed beneath a driveway slab.

Notes:

2.18 Exterior stairs or landings forming part of a walkway have settled.

Acceptable Performance Condition:

Exterior stairs and landings forming part of a walkway shall not separate from the foundation more than 3/4 inch (19 mm) as a result of settling.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Stairs and landings not meeting the acceptable performance condition shall be rectified.

Remarks:

Small stair assemblies not attached to the building and not attached to a supporting foundation are often affected by the settlement of supporting backfill and seasonal conditions. This condition is not a defect.

Consideration shall be given to the original construction.

Notes:

2.19 Water is ponding on concrete walkway (includes stairs or landings).

Acceptable Performance Condition:

Where caused by subsidence, ponding exceeding $\frac{1}{4}$ inch (6 mm) in depth and remaining in excess of 30 minutes is considered excessive provided walkways are sloped.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Concrete walkways not meeting the acceptable performance condition shall be rectified.

Remarks:

Concrete walkways should be designed and installed so that rain and snowmelt does not accumulate on these surfaces.

Consideration should be given to the amount of frost in the ground when assessing this performance condition.

As part of the homeowner's responsibility for surface water management, water should not be directed beneath a walkway.

Notes:

2.20 A void exists under a driveway or walkway.

Acceptable Performance Condition:

Voids under concrete flatwork are acceptable.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Voids under driveways or walkways are common. Reinforced concrete has the ability to span voids to a certain degree. Voids become a concern when they result in the slab settling.

Homeowners are responsible for mitigation of damages due to water movement created by improper surface water management. Water movement, from downspouts, flowing along a house can find its way under a garage slab or walkway causing voids under the walkway or a driveway. Over time the size of the void can exceed the concrete's ability to span the void. Surface water must be directed away from the edge of the driveway or walkway.

Notes:

2.21 Driveway or walkway has subsided.

Acceptable Performance Condition:

Driveways or walkways shall not subside in excess of 2 inches (50 mm) over 10 feet (3 meters) measured from a specified plane. Consideration should be given to the original design grades.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Concrete flatwork that exceeds the acceptable performance condition shall be rectified.

Remarks:

Minor movement of concrete flatwork is expected and acceptable.

Consideration should be given to the amount of frost in the ground when making a determination.

Delivery trucks and large vehicles can exert excessive forces on concrete driveways. Delivery vehicles should not be permitted on residential driveways.

Homeowners are responsible for mitigation of damages due to water movement created by improper surface water management. Water movement, from downspouts, flowing along a house can find its way under a driveway or walkway causing voids. Surface water must be directed away from the edge of the driveway or walkway.

Rectified areas may be a different colour; this is acceptable.

Notes:

2.22 An area with a readily apparent colour variation exists within a large area of concrete flatwork (such as a walkway or driveway).

Acceptable Performance Condition:

The composition, placement, finishing or curing of concrete flatwork should not result in readily apparent shaded or coloured patches within a larger area of concrete such as a walkway or driveway.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Staining caused by iron stone or coal inclusions in the aggregate used in the concrete may occur.

Discolouration may be caused by materials spilled on the concrete.

Sections or panels of concrete may exhibit dye lot or aggregate colour variations if poured at different times.

An area of discolouration does not usually impair the performance of the concrete.

Notes:

3 Masonry and Manufactured Stone (Interior and Exterior)

3.1 Efflorescence (a whitish crystalline powder) is present on masonry surfaces.

Acceptable Performance Condition:

Efflorescence commonly occurs on masonry surfaces.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Efflorescence is a white deposit on the surface of masonry caused by a combination of soluble salts, moisture, and hydrostatic pressure and can present itself in localized areas.

Efflorescence is an indication that moisture is moving through the material to the surface; this is a normal condition.

Efflorescence is usually harmless and can be removed with a stiff brush and water.

See Also:

2.1 Efflorescence (a whitish crystalline powder) is present on concrete surfaces.

7.18 Efflorescence (a whitish crystalline powder) is present on exterior surfaces.

Notes:

3.2 Masonry is deteriorating.

Acceptable Performance Condition:

Masonry shall be installed to prevent premature deterioration (i.e., surface is flaking or dissolving).

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Masonry that is deteriorated and not meeting the acceptable performance conditions shall be rectified.

Remarks:

The colour/texture of rectified areas shall match the existing brick colour/texture as closely as possible when dry.

Variation in colour may be noticeable when wet. Professional brick tinting methods are acceptable to repair the appearance of deteriorated bricks.

Deterioration resulting from normal wear and tear is common and excluded from the warranty.

Homeowners should refrain from spraying water on any exterior cladding. Brickwork can be compromised by repeated wetting and drying cycles from lawn watering overspray. Such damages are excluded from the warranty.

Notes:

3.3 Above-grade brick veneer cladding (including mortar) is cracked.

Acceptable Performance Condition:

Brick veneer joints should not contain loose or missing mortar. Cracks in mortar joints or brick veneer in excess of 1/8 inch (3 mm) are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Cracks not meeting the acceptable performance condition shall be rectified.

Remarks:

Cracks resulting from normal shrinkage of materials caused by drying after construction, or normal wear and tear, are excluded from the warranty.

Regular outdoor temperature fluctuations cause masonry cladding to expand and contract. The resulting thermal stress can also cause cracking and is considered normal wear and tear.

Brickwork can be compromised by repeated wetting and drying cycles from lawn watering overspray. Such damages are excluded from the warranty. Homeowners should take care to avoid unnecessary wetting of brickwork.

The colour/texture of rectified areas shall match the existing brick colour/texture as closely as possible when dry.

Variation in colour may be noticeable when wet. Professional brick tinting methods are acceptable to repair the appearance of brick veneer.

Notes:

3.4 Bricks are chipped.

Acceptable Performance Condition:

Installed bricks that are visible as part of the cladding shall not show excessive chipping. Masonry shall be installed in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Bricks not meeting the acceptable performance condition shall be rectified.

Remarks:

The colour/texture of rectified areas shall match the existing brick colour/texture as closely as possible when dry.

Variation in colour may be noticeable when wet. Professional brick tinting methods are acceptable to repair the appearance of chipped bricks.

Certain types of brick are designed to be tumbled or chipped in appearance and are not covered.

Notes:

3.5 Horizontal masonry joint alignment is not uniform.

Acceptable Performance Condition:

Horizontal masonry joint work shall appear uniform when viewed from a normal viewing distance of 20 feet (6 meters). Where the horizontal (bed) joint is out of alignment, the variance shall not be more than 1/2 inch (12 mm) over a 20 foot section. This does not apply to randomly sized masonry products.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Masonry with joints not meeting the acceptable performance condition shall be rectified.

Remarks:

Dimensional variations of the courses (rows) are affected by the type of brick selected and the bond pattern.

Notes:

3.6 Cut bricks are of different thicknesses in relation to one another.

Acceptable Performance Condition:

Cut bricks used in the same course (row) shall appear uniform from a normal viewing position. The variance in thickness between two immediately adjacent bricks shall not exceed 1/4 inch (6 mm).

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Cut bricks not meeting the acceptable performance condition shall be rectified.

Remarks:

Brick courses above and below a horizontal feature (i.e. window or tiered foundation) may require horizontal trimming to maintain horizontal course alignment of the overall wall.

The cosmetics of the repair should be carefully considered. The new brick and mortar may not match the existing facade exactly. Colour variances in bricks and mortar are inherent to this type of repair.

Notes:

3.7 Bricks or manufactured stones are different colours.

Acceptable Performance Condition:

Brickwork or manufactured stone containing bricks or stones from different dye lots is acceptable provided they are dispersed throughout the wall to produce a generally uniform appearance when viewed from a normal viewing position under normal lighting conditions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Where a generally uniform appearance is not achieved, the area shall be rectified.

Remarks:

Uniform appearance includes cosmetic attributes such as colour and texture.

Minor colour variations may occur within a dye lot; this is acceptable.

Tinting methods are acceptable to adjust colour.

Notes:

3.8 Splatters and stains exist on exterior masonry or manufactured stones.

Acceptable Performance Condition:

Exterior masonry or manufactured stone shall not have splatters and stains detracting from the appearance of the finished wall viewed when dry from a distance of 10 feet (3 meters) under natural lighting conditions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Splatters and stains caused by the builder or builder's trades during construction shall be rectified.

Notes:

3.9 The mortar/grout joint between stones is an uneven width.

Acceptable Performance Condition:

Unless otherwise designed, grout/mortar joints shall appear generally uniform in width when viewed from a normal viewing position.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Grout/mortar installations not meeting the acceptable performance condition shall be rectified.

Remarks:

The width of a grout/mortar joint may vary where the stone finish intersects another finish, or where it terminates against a roof overhang or a ledge. The shape of the stones and their arrangement, as well as the number of corners and intersecting walls also affect the installer's ability to maintain a level of uniformity in the mortar joint.

Notes:

3.10 Manufactured stones are falling off the wall.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

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

Remarks:

Landscaping and irrigation installed by homeowners directly affecting the stonework may void the warranty.

Stones that separate from the substrate due to impact are not warrantable.

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

Notes:

3.11 A crack is readily apparent on the face of a manufactured stone.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Stones not meeting the acceptable performance condition shall be rectified.

Remarks:

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

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

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

Notes:

3.12 A mortar/grout joint between manufactured stones or bricks is cracked.

Acceptable Performance Condition:

Joints should not contain loose or missing mortar.

Crack widths in excess of 1/16 inch (1.5 mm) are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

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

Cracks due to impact are not warrantable.

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

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

Notes:

3.13 Water is leaking through a joint or crack in the chimney cap.

Acceptable Performance Condition:

Chimney caps shall prevent water leakage under normal rain or snow conditions.

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Chimney caps not meeting the acceptable performance condition shall be rectified.

Remarks:

Where repairs are required, colour, finish or texture may not have an exact match.

Notes:

3.14 Firebrick and/or mortar joints are cracked.

Acceptable Performance Condition:

Extremely hot or overly large fires will cause cracking.

Warranty Coverage:

None.

Claim Response:

This is not a defect.

Notes:

3.15 Free-standing masonry chimney has separated from the structure to which it is attached.

Acceptable Performance Condition:

Separation shall not exceed 3/8 inch (9mm) in any 10 foot (305mm) vertical measurement.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Free-standing chimneys not meeting the acceptable performance condition shall be rectified.

Remarks:

The cause of any separation exceeding the acceptable performance condition should be determined. Newly built free-standing masonry chimneys will often incur slight amounts of movement from the main structure under normal conditions.

Notes:

4 Carpentry / Framing

4.1 Floor framing has been damaged by weather during construction.

Acceptable Performance Condition:

Joists and subfloor shall be sound and free from defects caused by weathering during construction and must provide a suitable base for further framing and for finished flooring.

Warranty Coverage:

1 year for defects in materials and labour.

10 years for structural defects.

Claim Response:

Joists and subfloors not meeting the acceptable performance condition must be rectified.

Remarks:

Discolouration alone does not necessarily indicate a covered condition.

Notes:

4.2 Finished floor above grade is not level.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Consideration shall be given to the type of flooring installed.

Notes:

4.3 Finished floor above grade is uneven.

Acceptable Performance Condition:

Within a room, floors shall be within ¼ inch (6 mm) in any 32 inches (0.8 meters) measured perpendicular to the floor joists along the floor.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Floors in rooms that deviate greater than the acceptable performance conditions shall be rectified.

Remarks:

Consideration shall be given to the type of flooring installed.

Notes:

4.4 Floor squeaks.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Minor movement that causes a noise is inherent in certain floor coverings; this is not a defect.

The homeowner should maintain indoor humidity levels to prevent excessive drying of materials. Extended low-humidity indoor environments can cause excessive shrinkage in the wood resulting in loose floor connections.

See Also:

5.15 Stair assembly is squeaking.

Notes:

4.5 Floor exhibits springiness or bounce.

Acceptable Performance Condition:

These conditions are acceptable providing all structural members including beams and joists are sized, installed and fastened to perform in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Floors not meeting the acceptable performance condition shall be rectified.

Remarks:

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

Notes:

4.6 Sub-floor is loose.

Acceptable Performance Condition:

Sub-floors shall not become loose and no movement shall be felt underfoot under normal loading conditions. Sub-floors shall be fastened in accordance with the *Alberta Building Code*

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Notes:

4.7 Wall is bowed.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Walls not meeting the acceptable performance condition shall be rectified.

Remarks:

It is reasonable to expect walls to have variances in their finished surface.

Varying light conditions can exaggerate these variations.

Notes:

4.8 Wall is not plumb.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Walls not meeting the acceptable performance shall be rectified.

Remarks:

It is reasonable to expect minor variation from plumb in conventional, residential construction.

Notes:

4.9 Exterior wall is leaking.

Acceptable Performance Condition:

The building envelope shall be constructed to local design conditions to prevent water entry as detailed in the *Alberta Building Code*.

Warranty Coverage:

5 years for defects in the building envelope.

Claim Response:

Exterior walls not meeting the acceptable performance condition shall be rectified.

Remarks:

Improper pressure washing or cleaning of exterior finishes may allow water to enter the building envelope and should be avoided.

Installations shall be tested using normal weather conditions, or an appropriate water test, and not by direct or upward spray using a high pressure water source.

Notes:

4.10 Window unit leaks during rainfall.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Defective windows that leak shall be rectified.

Remarks:

The homeowner is responsible to make certain that windows are properly closed, that weather-stripping and caulking is maintained, and that drain ports are not obstructed. Damage caused by improper maintenance or improper window closure is excluded from the warranty.

Often, rainwater intrusion is an issue pertaining to detailing around the window and not the window unit itself.

Installations shall be tested using normal weather conditions or an appropriate water test and not by direct or upward spray using a high pressure water source.

Fixed frame (non-opening) windows are more resistant to leakage than sliding windows or casement windows that have a hinged side.

Notes:

4.11 Window perimeter detailing is causing water intrusion into interior living space.

Acceptable Performance Condition:

The rough window opening shall be properly prepared and the window installed as described in the *Alberta Building Code* to resist the entry of water under normal weather conditions.

Warranty Coverage:

5 years for defects in the building envelope.

Claim Response:

Window installations not meeting the acceptable performance condition shall be rectified.

Remarks:

Installations shall be tested using normal weather conditions or an appropriate water test and not by direct or upward spray using a high pressure water source.

Notes:

4.12 Wood beam or post is split.

Acceptable Performance Condition:

Wood beams and posts that have splits and checks due to normal drying are acceptable.

Load bearing wood beams or posts that are excessively split are not acceptable if the condition causes a structural defect.

Warranty Coverage:

10 years for structural defects.

Claim Response:

Wood beams not meeting the acceptable performance condition shall be rectified.

Remarks:

Some characteristics of drying wood, such as splitting and checking, are beyond the control of the builder and cannot be prevented. Splitting and checking are primarily aesthetic concerns rather than structural issues. If the load bearing capacity is compromised, further investigation may be required.

Notes:

4.13 Open end of beam is twisted.

Acceptable Performance Condition:

Twisting of visible open-end beams in excess of 5% of the beam depth is considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Open-end beams twisted more than the acceptable performance condition shall be rectified.

Remarks:

An open-end wood beam is one that terminates without connecting to another framing member or, one that terminates in open air. Minor twisting is an aesthetic matter rather than a structural issue.

Notes:

4.14 Wood post is twisted or bowed.

Acceptable Performance Condition:

Load-bearing posts that are twisted or bowed are not acceptable if the condition results in structural failure or structural damage that materially and adversely affect the use of the new home for residential purposes.

Warranty Coverage:

10 years for structural defects.

Claim Response:

Posts not meeting the acceptable performance condition shall be rectified.

Remarks:

A characteristic of drying wood such as twisting or bowing is considered normal and cannot be prevented. Such conditions are primarily aesthetic rather than a structural problem.

Where repairs are made, an exact match of colour, finish, grain or texture may not be possible.

Notes:

4.15 Adjustable steel column is not plumb.

Acceptable Performance Condition:

Adjustable steel columns supporting interior or exterior framing shall not be out of plumb by more than 3/4 of an inch (19 mm) over the length of the column.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Adjustable columns not meeting the acceptable performance condition shall be rectified.

Notes:

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

Acceptable Performance Condition:

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

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

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

Notes:

5 Chapter 5: Carpentry / Finish

Carpentry Introduction

Dimensional wood millwork is a natural building product. Each piece of wood has a unique appearance and unique performance characteristics.

These variances are appreciated for their character expressed as the “warmth” of real wood. Variances in real wood are not defects.

Finish carpentry, wood trim and mouldings are susceptible to shrinkage as the moisture within the wood normalizes to its environment. Finish carpentry should be reviewed in the last quarter of the warranty period.

Homeowners have a responsibility to maintain the prescribed humidity levels in their homes to protect fine woods from excessive dehydration. Maintaining proper humidity is particularly important in the first two years of home occupancy.

Countertops and Cabinets

5.1 Laminated countertop has developed a bubble.

Acceptable Performance Condition:

Laminated countertops shall not have localized bumps or swells.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Countertops not meeting the acceptable performance condition shall be rectified.

Remarks:

Laminate surfaces are dependent upon adhesive bonds over a broad area. On occasion, the glue bond may require localized pressure to permanently re-establish the bond.

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

Notes:

5.2 Seal between sink and countertop has allowed water to come in contact with the substrate resulting in swelling under the laminate.

Acceptable Performance Condition:

Sinks shall be installed in accordance with manufacturers' guidelines to ensure seals inherent in the product perform as intended.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Countertops and/or seals not meeting the acceptable performance condition shall be rectified.

Remarks:

Drop-in sink templates require close tolerances for gaskets to compress evenly and tightly. Sink gaskets or sealants should be installed according to manufacturer's instructions. Homeowners are responsible for regular maintenance of gaskets and sealants.

Homeowners have a responsibility to minimize countertop exposure to standing water.

Homeowners have a responsibility to mitigate damages immediately upon identifying an issue with the seal between sink and countertop within the warranty period.

Notes:

5.3 Laminated countertop seam has swelled due to water penetration.

Acceptable Performance Condition:

Laminated countertop seams are not water tight.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

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

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

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

See Also:

5.5 Laminated countertop seam is excessively wide.

Notes:

5.4 Laminated countertop edge has delaminated.

Acceptable Performance Condition:

Edges of laminated countertops shall not delaminate.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Countertops not meeting the acceptable performance condition shall be rectified.

Remarks:

Within the warranty period a delaminated edge can be rectified with additional adhesive and pressure. Homeowners have a responsibility to mitigate damages (i.e., tape the edge in place) to avoid further delaminating or damage of the laminate strip until the builder can affect a permanent repair.

Notes:

5.5 Laminated countertop seam is excessively wide.

Acceptable Performance Condition:

Laminated countertop seams shall be installed tight. Gaps should not exceed 3/64 inch (1mm).

The gap between adjacent surfaces (i.e., countertop and ceramic tile backsplash) shall be sealed to prevent water entry along the junction.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Countertops not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Typically, seam gaps within 3/64 inch (1.0 mm) in width can be sealed with appropriate seam filler.

Caulking is an acceptable repair for separations at the backsplash.

The gap between the back of a countertop and an outside wall can open and close with thermal bowing in a cold climate.

See Also:

5.3 Laminated countertop seam has swelled due to water penetration.

Notes:

5.6 Cracks exist in countertop surface.

Acceptable Performance Condition:

The surface of countertops shall not crack during normal and typical use.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Countertops not meeting the acceptable performance condition shall be rectified.

Remarks:

Care should be taken to prevent cracking or chipping. Sitting, walking upon, or dropping heavy objects on countertops can create excessive loads that can cause cracking. Damages resulting from excessive load, impacts, or heat stresses beyond normal and typical uses for the counter are excluded from the warranty.

Granite and stone countertops have natural fissures or voids that are part of the character of the surface and are not considered defects.

Notes:

5.7 Scratches or chips exist on laminate or solid surface countertops.

Acceptable Performance Condition:

Countertop surfaces exposed to view under normal lighting conditions shall be free from readily visible chips and scratches.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Chips and scratches caused by the builder or builder's trades during construction shall be rectified.

Remarks:

Damage resulting from normal wear and tear is not a defect.

Granite and stone countertops have natural fissures or voids that are part of the character of the surface and are not considered defects.

The homeowner is responsible to maintain countertop surfaces in accordance with the manufacturer's instructions.

For solid surface countertops, a repair utilizing epoxy is acceptable and when similar in colour to the original countertop. Some variation in the colour should be expected.

Notes:

5.8 A gap or height variation exists between granite countertop sections.

Acceptable Performance Condition:

Granite or stone countertops shall be designed and installed to produce a uniform surface (vertically and horizontally) between adjoining sections. Polished, honed, or finely-rubbed surfaces shall not exceed 1/64 inch (1.2 mm) in horizontal or vertical displacement over a 6 inch (150 mm) straight edge.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Countertops not meeting the acceptable performance condition shall be rectified.

Remarks:

Granite surfaces are generally reliant upon the stability of the substrate upon which the granite is mounted. Stability during the warranty period is the builder's responsibility.

Visible joints between adjacent sections are acceptable providing that the joint is within the acceptable performance condition and uniform in width.

The colour/texture of rectified areas shall match the existing countertop sections in colour/texture as closely as possible.

Note that colour and or texture variation may exist in replaced sections and this is acceptable.

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

Notes:

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

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Fine wood cabinetry is susceptible to shrinkage caused by moisture loss.

Typically, cabinet door panels float inside a perimeter frame to reduce stress and diminish the possibility of the panel cracking. The exposure of a small strip of unfinished wood indicates that the construction detail has performed as designed to contend with humidity conditions.

The repair may involve staining the exposed strip to match; this is acceptable.

Slight variation in colour or sheen of the repair is acceptable.

This repair should take place towards the end of the warranty period so the cabinetry can experience one complete seasonal heating cycle.

Notes:

5.10 Cabinet doors do not line up with each other.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Cabinets not meeting the acceptable performance condition shall be adjusted.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Lines shall be evenly spaced in cabinetry. Alignment shall be uniform within the manufacturer's specifications.

Cabinet doors can become misaligned through normal use; most cabinet hinges provide for adjustment, and handles and pulls can be tightened as required.

Regular home maintenance includes adjusting the cabinet hardware from time to time.

Notes:

5.11 Cabinet doors or drawer faces are warped.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Cabinets not meeting the acceptable performance condition shall be rectified.

Remarks:

Humidity levels within the home affect natural wood products including cabinet doors and drawer faces. Homeowners should carefully consider the level of relative humidity within the home especially during cold weather.

Notes:

Countertops and Cabinets

5.12 Cabinet door or drawer binds or rubs.

Acceptable Performance Condition:

Cabinet doors and drawers shall be installed to move freely under normal use.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Cabinetry doors and drawers not meeting the acceptable performance condition shall be adjusted.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Cabinet doors can become misaligned through normal use. Most cabinet hinges provide for adjustment, handles and pulls can be tightened as required. Damage resulting from abuse is excluded from the warranty.

Homeowners have an obligation to mitigate damages by informing the builder immediately.

Regular home maintenance includes adjusting the cabinet hardware from time to time.

Notes:

5.13 Cabinet doors do not close fully.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Cabinetry doors not meeting the acceptable performance condition shall be adjusted.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Cabinet doors can become misaligned through normal use and may require adjusting by the homeowner from time to time.

Damage resulting from normal wear and tear or maintenance not conducted in keeping with maintenance documentation provided to the owner by the warranty provider or builder may be excluded.

Notes:

5.14 A gap exists between cabinets and ceilings or walls.

Acceptable Performance Condition:

Cabinets shall be tightly fitted to each other. Where cabinets abut walls and ceilings, visible gaps in excess of 1/8 inch (3 mm) are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Gaps between cabinets and ceilings or walls not meeting the acceptable performance condition shall be rectified.

Remarks:

It is a common and acceptable practice to intentionally install a gap where cabinets meet different materials or adjoining cabinetry. Appropriate trim pieces may be used and such gaps are inherent to the design and are not considered defects.

Caulk or filler is an acceptable repair for gaps up to 1/8 inch (3 mm) in width.

Notes:

Interior Stairs and Railings

5.15 Stair assembly is squeaking.

Acceptable Performance Condition:

Stair assemblies shall be free from readily audible and repeatable squeaks that are apparent under normal use.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Stair assemblies that do not meet the acceptable performance condition shall be rectified.

See Also:

4.4 Floor squeaks.

Notes:

5.16 A gap exists between stair trim or moulding and wall.

Acceptable Performance Condition:

Visible gaps due to shrinkage shall not exceed 1/8 inch (3 mm) between the stair trim and the wall.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Gaps between the stair trim and the wall not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

For gaps up to 1/8 inch (3 mm) in width, appropriate caulking or additional trim is an acceptable repair.

This condition is not applicable to unfinished stairs.

Notes:

5.17 A gap exists between interior wood railing parts.

Acceptable Performance Condition:

Wood railing parts shall be tightly fitted. Gaps exceeding 1/16 inch (1.5 mm) are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Gaps in wood railing parts exceeding the acceptable performance condition shall be rectified.

Remarks:

Some wood railing designs incorporate an intentional gap as an aesthetic solution where manufactured components connect. Such gaps are inherent to the design and are not considered defects.

Damage caused by improper humidity levels within the home is excluded from the warranty.

Notes:

5.18 Stair railings and guards lack rigidity.

Acceptable Performance Condition:

Stair railings and guards shall be securely constructed in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Stair railings and guards not meeting the acceptable performance condition shall be rectified.

Remarks:

Even when installed in accordance with the *Alberta Building Code*, slight movement in stair railings and guards may occur under normal use; this is acceptable.

The selected design of stair railing or guard can affect rigidity.

See Also:

5.20 Interior metal stair spindles are loose.

Notes:

5.19 Colour variation, knots, or different grain patterns exist between adjacent natural wood trim or railings.

Acceptable Performance Condition:

As wood is a natural product, variations will exist among different products; this is acceptable.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

The cosmetics of natural wood trim and railings are contractual issues and should be evaluated for cosmetics as well as the quality of installation.

The character of natural wood is often why real wood is selected over other manufactured options that are more uniform in appearance. Natural variations in colour, grain and the inclusion of whorls created by intersecting pieces of the tree are inherent in natural wood products.

The open grain in some wood surfaces tends to show a rough appearance however, the surface is considered to be uniform.

Variation in grain will affect the absorption and colour of stains and clear finishes resulting in variations in colour over the surface of trim or railings.

Over time, light itself will cause a distinction in colour between trim and railing areas. Some woods, such as birch will fade in colour while others, such as cherry, will darken.

Notes:

5.20 Interior metal stair spindles are loose.

Acceptable Performance Condition:

Metal stair spindles shall not rattle while ascending or descending the stairs.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Metal stair spindles not meeting the acceptable performance condition shall be rectified.

Remarks:

The function of stair spindles is different than that of newels or handrails, so rigidity is not critical. Stair spindles are intended to prevent a person from falling through the handrail assembly, a function that is not compromised by minor play in the spindles.

See Also:

5.18 Stair railings and guards lack rigidity.

Notes:

Trim and Mouldings

5.21 Hammer marks are visible on trim.

Acceptable Performance Condition:

Interior finished trim shall be free from hammer marks when viewed from normal....

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Trim not meeting the acceptable performance condition shall be rectified.

Remarks:

Hammer marks caused by the builder or builder's trades during construction shall be rectified.

Rectified areas shall closely match the original finished surface for colour, sheen, and texture; however, they may exhibit slight differences in appearance.

Notes:

5.22 Interior trim or mouldings are split.

Acceptable Performance Condition:

Trim shall not have readily visible splits.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Trim not meeting the acceptable condition shall be rectified.

Remarks:

Filler may be used to repair splits.

Rectified areas shall closely match the original finished surface for colour, sheen, and texture; however, they may exhibit slight differences in appearance.

Notes:

5.23 Visible joints exist in interior trim, casing and baseboards.

Acceptable Performance Condition:

Joints in trim, where exposed to view, shall be tightly fitted and have aligned surfaces or be filled with a compatible material to achieve the same result.

Joints greater than 1/8 inch (3 mm) are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Joints not meeting the acceptable performance condition shall be rectified.

Remarks:

Hairline cracks are acceptable in painted surfaces between joined or adjacent pieces. Caulk and paint is an acceptable repair for joints up to 1/8 inch (3 mm) and shall be similar in colour to the original trim.

Rectified areas shall closely match the original finished surface for colour, sheen and texture; however, they may exhibit slight differences in appearance.

Notes:

5.24 Finished wood surface is rough.

Acceptable Performance Condition:

Wood surfaces that are touched or grasped during normal use shall be uniformly smooth. Surfaces not touched during normal use shall appear smooth when viewed without magnification, under normal lighting conditions, and from a normal viewing position.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Wood surfaces not meeting the acceptable performance condition shall be rectified.

Remarks:

The grain structure of certain woods (such as oak) may show a rough appearance yet feel smooth. This is a natural property of wood and is acceptable.

Where a finished wood surface exhibits roughness by design or homeowner request, the condition is an aesthetic choice and not a defect.

Factory-applied finishes typically exhibit more consistency than site-applied finishes.

Notes:

5.25 Interior wood surfaces are scratched or scuffed.

Acceptable Performance Condition:

Interior wood surfaces, stained or painted, shall be generally free of scratches or scuffs when viewed from a normal viewing distance under normal lighting conditions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Scratches and scuffs caused by the builder or builder's trades during construction shall be rectified.

Remarks:

The repair shall be appropriate to the nature of the blemish.

Notes:

5.26 A gap exists between the wall and the baseboard.

Acceptable Performance Condition:

Baseboards shall be installed generally flush. Gaps exceeding 1/8 inch (3.0 mm) against walls are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Baseboards not meeting the acceptable performance condition shall be rectified.

Remarks:

Caulking is an acceptable repair for gaps up to 1/8 inch (3 mm) in width.

A gap may be more apparent when wider, inflexible baseboards are involved, as opposed to narrower baseboards that flex.

Notes:

5.27 A gap exists between the underside of the baseboard and a hard, uniform surface floor.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

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

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

Notes:

5.28 Resin is bleeding through painted finish.

Acceptable Performance Condition:

Resin shall not bleed through the painted finish.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Painted finishes not meeting the acceptable performance condition shall be rectified.

Remarks:

Rectified areas shall closely match the original finished surface for colour, sheen, and texture; however, they may exhibit slight differences in appearance.

Notes:

5.29 Fasteners are not properly set or filled.

Acceptable Performance Condition:

Fasteners shall not protrude above the surface.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Fasteners not meeting the acceptable performance condition shall be rectified.

Remarks:

Where fasteners have been set below the surface, they shall be filled with compatible filler unless designed otherwise.

Repairs may be noticeable under normal lighting conditions and from a normal viewing distance; this is acceptable.

This guideline does not apply in unfinished rooms or unfinished spaces.

Notes:

6 Doors and Windows

Doors

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

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Sliding pocket doors not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Normal wear and tear is excluded from the warranty.

Marginal door wobble is inherent to the design of a pocket door and is not considered a defect.

Normal homeowner maintenance for sliding pocket doors may involve adjustment from time to time. Tracks and hardware may require cleaning and lubrication.

Notes:

6.2 Pocket door rubs.

Acceptable Performance Condition:

The face of a pocket door shall not rub against the doorjamb or casing during normal operation. If the design includes a latch, the latch should connect and disconnect with relative ease. The door, when closed, should strike the jamb and not exceed a 1/8 inch (3 mm) gap.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Pocket doors not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

The design of a pocket door sometimes involves lower guides rather than a rigid lower track. These guides are designed to rub across the face of the door in normal operation. This contact may mark the door and this is acceptable.

Marginal door wobble is inherent to the design of a pocket door and is not considered a defect.

Pocket doors may require periodic adjustment, cleaning and lubrication. This is part of normal homeowner maintenance.

Notes:

6.3 Sliding screen door will not stay on track or slide smoothly.

Acceptable Performance Condition:

Sliding screen doors shall stay on tracks and move freely.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Sliding screen doors not meeting the acceptable performance condition shall be rectified.

Damage resulting from abuse is not covered under warranty.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

The frame of a screen door can easily be warped by an impact to the screen. This is not a defect.

Remarks:

Normal homeowner maintenance for sliding doors and screens may involve adjustment from time to time. Tracks and hardware may require cleaning and lubrication.

Notes:

6.4 Bi-fold and sliding doors come off tracks.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Doors not meeting the acceptable condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

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

Notes:

6.5 Interior passage door is warped.

Acceptable Performance Condition:

Interior doors shall not warp more than 1/4 inch (6 mm) beyond the door jamb when the door is closed. In the case of double doors, one door shall not permanently warp more than 1/4 inch (6 mm) beyond the face of the adjacent door.

The door should operate with relative ease to engage and release the latch.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Doors not meeting the acceptable performance condition shall be rectified.

Remarks:

Minor warping is normal. Interior wood doors are composed of natural wood fibres and are affected by changes in indoor relative humidity.

Normal homeowner maintenance includes controlling indoor humidity levels to prevent permanent warping of doors.

Notes:

6.6 Interior door rubs on the doorjamb.

Acceptable Performance Condition:

Doors shall operate without rubbing on the door jamb. Margins on the latch side and tops of doors shall not exceed a variance of 1/8 inch (3 mm) in any plane.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Interior doors not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Homeowners should confirm proper operation of all interior doors at commencement of warranty.

Seasonal humidity levels may cause doors and jambs to swell, resulting in temporary rubbing.

Normal homeowner maintenance includes controlling indoor humidity levels to prevent permanent warping of doors.

Normal homeowner maintenance includes adjustment of teleposts.

Notes:

6.7 Veneer wood door panel has delaminated.

Acceptable Performance Condition:

Veneers shall be securely adhered to the substrate of the door.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Door panels not meeting the acceptable performance condition shall be rectified.

Remarks:

Wood or wood composite doors are composed of natural wood fibres and are affected by changes in indoor, relative humidity. Normal homeowner maintenance includes controlling indoor humidity levels to prevent permanent warping of doors.

Notes:

6.8 Colour variation, knots and different grain patterns exist between adjacent natural wood, door panels.

Acceptable Performance Condition:

As wood is a natural product, variations will exist among different products; this is acceptable.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Cosmetics of natural wood doors are contractual issues. Natural wood doors should be evaluated for cosmetics as well as the quality of installation.

Wood veneer doors are a unique assembly of natural woods. The character of natural wood is often why it is selected over other manufactured options that are more uniform in appearance. Natural variations in colour, grain and the inclusion of whorls created by intersecting pieces of the tree in wood doors are inherent to this product.

The open grain in some wood surfaces tends to show a rough appearance however, the surface is considered to be uniform.

Variation in grain will affect the colour of stains and clear finishes resulting in variations over the surface of a wooden door.

Over time, light itself will cause a distinction in colour between covered and uncovered door areas. Some woods will fade in colour such as birch while others, such as cherry, will darken.

Notes:

6.9 Shrinkage of inserted panels shows raw wood edges on exterior wood doors.

Acceptable Performance Condition:

Wooden panels on doors shall exhibit a uniform finish around the panel edges.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Doors not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

The expansion and contraction of natural wood due to changes in humidity is normal.

Rectified areas shall closely match the original finished surface for colour, sheen, and texture; however, they may exhibit slight differences in appearance.

Notes:

6.10 Interior door handset fails to latch properly.

Acceptable Performance Condition:

Door handsets shall operate smoothly and latch with relative ease.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Doors not meeting the acceptable performance conditions shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Interior door sets require occasional lubrication. Such routine maintenance is the responsibility of the homeowner.

Seasonal humidity levels may cause doors and jambs to swell, resulting in a door set that requires marginally more effort to latch on occasion. This condition is usually temporary.

Normal homeowner maintenance includes adjustment of teleposts.

Notes:

6.11 Interior door drags on the floor.

Acceptable Performance Condition:

Interior doors shall not contact the floor at any point of travel unless the door is specifically designed to do so.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Doors not meeting the acceptable performance conditions shall be rectified.

Remarks:

Interior doors are often undercut to facilitate air movement through the house; the resulting gap is not a defect.

Carpet and/or underlay upgrades that exceed door undercut gap height are not defects.

Normal homeowner maintenance includes adjustment of teleposts.

Notes:

6.12 Interior door swings open or closed on its own.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Doors not meeting the acceptable performance conditions shall be rectified.

Normal homeowner maintenance includes adjustment of teleposts.

Changes in air pressure due to open windows, the furnace fan starting, etc., may cause door to swing open or closed.

Notes:

6.13 Interior door binds from improperly installed hinges.

Acceptable Performance Condition:

Exterior and interior doors shall not bind due to hinge misalignment.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Doors not meeting the acceptable performance conditions shall be rectified.

Remarks:

Interior door sets require occasional lubrication. Such routine maintenance is the responsibility of the homeowner.

Seasonal humidity levels may cause doors and jambs to swell, resulting in a door set that requires marginally more effort to latch on occasion. This condition is usually temporary.

Notes:

6.14 Exterior door assembly is not providing a seal against exterior elements.

Acceptable Performance Condition:

Exterior door assemblies shall seal sufficiently to be weather resistant throughout seasonal variations. Doors between a home and attached garage shall meet the requirements of the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Doors not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

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

Exterior doors can warp to some degree due to temperature differential between inside and outside surfaces. Doors between the garage space and the outdoors are not required to be weather-stripped. The door between the living area of the home and garage requires appropriate sealing.

Exterior doors often use a compressive or magnetic gasket to provide an effective seal meaning that marginally more effort is required to overcome the seal when opening and closing the door. This is not considered a defect.

Doors between a home and an attached garage must be maintained in keeping with any maintenance documentation provided by the warranty provider or builder.

Notes:

6.15 Exterior door is warped.

Acceptable Performance Condition:

Exterior doors shall not warp to the extent that they become inoperable, become warped in excess of $\frac{1}{4}$ inch (6 mm) from corner to corner, or cease to be weather resistant.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Doors not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Exterior doors may warp to some degree due to temperature differential between inside and outside surfaces.

Doors between a home and an attached garage must be maintained in keeping with any maintenance documentation provided by the warranty provider or builder.

Notes:

6.16 Exterior door rubs on the door jamb.

Acceptable Performance Condition:

Exterior doors shall operate without rubbing on the door jamb. Margins on the latch side and tops of doors shall not exceed a variance of 1/8 inch (3 mm) in any plane.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Exterior doors not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Seasonal humidity levels may cause doors and jambs to swell. This condition is usually temporary.

Notes:

6.17 Cracks and splits are visible in exterior wood doors.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Exterior doors not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Shrinkage cracks in the surface of a wood door are considered normal and are not defects.

Damage due to abuse is not warrantable.

Notes:

6.18 Exterior door is dented or damaged.

Acceptable Performance Condition:

Exterior doors shall not be damaged.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Damaged to exterior doors caused by the builder or builder's trades during construction shall be rectified.

Remarks:

Exterior doors can easily be damaged during construction or when the homeowner is moving in. It is important that exterior doors be properly inspected.

Filling of dents and repainting is an acceptable repair. Slight variations in the colour of the rectified area are considered acceptable.

Alterations, deletions and additions by the homeowner that result in damage to exterior doors are not covered by the warranty.

Notes:

6.19 Exterior door has not been painted to manufacturer's specifications.

Acceptable Performance Condition:

Doors shall be painted as required by the manufacturer to maintain the terms of the warranty.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Exterior doors not meeting the acceptable performance condition shall be rectified.

Remarks:

Exterior doors may require that edge surfaces be painted to discourage moisture entry into the door assembly or to prevent warping. The builder is obligated to paint and install the door as described in the manufacturer's installation manual to maintain the manufacturer's warranty.

Stickers are usually attached to exterior steel skin doors reminding the builder of his obligations to maintain the manufacturer's warranty.

Notes:

6.20 Plastic moulding on exterior door is deformed.

Acceptable Performance Condition:

The plastic mouldings on exterior doors shall not deform.

The plastic moulding on an exterior door shall not become noticeably deformed from a normal viewing distance of 6 feet (2.0 meters).

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Exterior door mouldings not meeting the acceptable performance condition shall be rectified.

Remarks:

Generally, exterior door manufacturers indicate that storm doors are not to be installed over metal exterior doors especially on south facing facades. Heat build-up between a storm door and the exterior door can increase significantly, damaging any heat-susceptible parts such as plastic mouldings or decorative surface-applied mouldings.

Damage caused by improper maintenance or material, design or work supplied by the homeowner is not warrantable.

Notes:

6.21 Exterior door hardware or decorative metal trim has discoloured.

Acceptable Performance Condition:

Finishes on door hardware and fixtures should perform in accordance with the manufacturer's warranty.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Exterior door hardware not meeting the acceptable performance conditions shall be replaced.

Remarks:

Hardware offered and installed by the builder shall not show excessive patina within the warranty period. Specialty order hardware is subject to the manufacturer's warranty and varies by selection.

Some hardware may have a varnish-type coating applied to inhibit discolouration. Such protective coatings can easily be damaged by abrasive cleansers. Oxidation and environmental pollutants can accelerate discolouration.

Notes:

6.22 Filler plugs are not in place in the plastic moulding (over screw locations).

Acceptable Performance Condition:

Filler plugs shall be installed if specified by the manufacturer.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Door mouldings not meeting the acceptable condition shall be rectified.

Remarks:

If plugs are not provided by the manufacturer, they are beyond the builder's control and obligation. This is an issue of product design specific to the moulding manufacturer. Some designs simply do not include plugs.

If plugs are normally included but were not installed, the builder is obligated to acquire and install them. After plug installation the builder will restore the original painted finish on the moulding installed by the builder.

Slight variations in the colour of the rectified area are considered acceptable.

Notes:

6.23 Overhead garage doors do not operate properly.

Acceptable Performance Condition:

Overhead garage doors shall operate as intended and without binding.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Overhead garage doors not meeting the acceptable performance condition shall be rectified.

Remarks:

Proper operation of overhead garage doors should be confirmed by the homeowner at commencement of warranty.

If an automatic garage door opener was supplied and installed by the builder, it shall operate properly to the specifications of the overhead door manufacturer and the manufacturer of the automatic door opener. The builder's warranty ceases when an automatic door opener is installed by the homeowner.

Homeowners are strongly cautioned not to adjust the weight compensation springs, which store considerable force and could cause life threatening injuries. Contact professional personnel for service.

Notes:

6.24 Overhead garage doors allow entrance of snow or water around their perimeters.

Acceptable Performance Condition:

Overhead garage doors to the exterior shall be installed as per manufacturer's instructions

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Overhead garage doors not meeting the acceptable performance condition shall be rectified.

Remarks:

If weather stripping has been provided and installed by the builder, it shall be installed to meet the design function. While such weather stripping is designed to be compressed, it need not provide a weather tight seal. Some snow and water intrusion is acceptable.

Homeowners are strongly cautioned not to adjust the weight compensation springs, which store considerable force and could cause life threatening injuries. Contact professional personnel for service.

Notes:

Windows

6.25 Window glass exhibits scratches.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Scratches in window glass caused by the builder or builder's trades during construction shall be rectified.

Remarks:

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

Notes:

6.26 Glass is cracked as a result of stress due to movement/settlement.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Window glass not meeting the acceptable performance condition shall be rectified.

Notes:

6.27 The interior or exterior of a window or door frame exhibits chips, cracks, scratches or gouges.

Acceptable Performance Condition:

Window and door frames shall be generally free from readily apparent chips, cracks, scratches and gouges when viewed under normal viewing and normal lighting conditions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Chips, cracks, scratches, and gouges caused by the builder or builder's trades during construction shall be rectified.

Remarks:

Localized repairs are acceptable.

Repairs shall be similar in colour to the original. Some variation in the colour should be expected.

Notes:

6.28 Window is exhibiting condensation on the interior glass surface.

Acceptable Performance Condition:

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

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Condensation is a natural occurrence when interior air, laden with sufficient humidity, comes in contact with a surface that is sufficiently cold.

Condensation on windows is a natural occurrence and will correct itself when the outside air temperature increases and/or when indoor relative humidity decreases.

Film or foil installed on the surface of the glass can cause a thermal break resulting in either seal failure or glass breakage; this is not a defect.

Notes:

6.29 Condensation is forming between factory sealed window panes.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Window manufacturers may have specific extended warranties to cover the integrity of window seals. Refer to the Manufacturer's warranty document.

Condensation between panes indicates the airtight seal around the edge of the glass panes has been compromised.

Film or foil installed on the surface of the glass can cause a thermal break resulting in either seal failure or glass breakage; this is not a defect.

Notes:

7 Finishes / Exterior

7.1 Siding is bowed or wavy.

Acceptable Performance Condition:

Siding shall be installed to accommodate thermal movement and anticipated shrinkage of the structure to which it is attached.

Siding shall be generally free from bows or waves. Where local distortion exists, the deviation shall not exceed +/- 3/4 inch (20 mm) over a distance of 4 feet (12.0 meters)

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Elevated moisture levels can cause wood or hardboard siding to bow. Siding that is intended to have paint and/or sealer requires regular homeowner inspection and maintenance to ensure continuity of the protective layer.

Varying lighting conditions can exaggerate minor variations in siding profile and texture.

Siding cut to accommodate large openings, such as windows, may exhibit localized waviness and is acceptable.

Notes:

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

Acceptable Performance Condition:

Wood, hardboard, cementitious or panel-type siding shall be installed in accordance with the manufacturer's specifications.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

The detail between abutting siding sections is particular to the manufacturer and the *Alberta Building Code*.

A gap may be required to prevent buckling.

Notes:

7.3 Siding fasteners are excessively countersunk.

Acceptable Performance Condition:

Siding fasteners shall be installed in accordance with the manufacturer's instructions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Siding not meeting the acceptable performance condition shall be rectified.

Remarks:

Nails that have been excessively countersunk detract from the overall appearance of the finished surface.

This condition can lead to premature deterioration of the siding by allowing water to accumulate in the holes left by the nail heads.

Notes:

7.4 Plywood or veneer siding has delaminated.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Plywood or veneer siding that does not meet the acceptable performance condition shall be rectified.

Remarks:

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

Homeowners have a responsibility to mitigate damages and inform the builder of siding de-lamination that could create consequential damages.

Localized repairs shall be finished to closely match the cosmetics of the adjacent surface.

Notes:

7.5 Fastener has stained the wood siding.

Acceptable Performance Condition:

Fasteners shall be corrosion-resistant and compatible with the siding material in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Siding fasteners not meeting the acceptable performance condition shall be rectified.

Remarks:

Fasteners can be expected to weather, oxidize and discolour with exposure to the elements. A marginal amount of associated staining around the fastener may occur due to particulates and dust in rainwater. Minor oxidation does not impair the performance of the fasteners.

Notes:

7.6 Lap siding (wood, hardboard, vinyl, etc.) is not installed in a straight line.

Acceptable Performance Condition:

Lap siding shall be installed with individual pieces in general parallel alignment when observed from a normal viewing position.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Lap siding not meeting the acceptable performance condition shall be rectified.

Remarks:

With any type of siding or cladding, such as lap siding, that requires repetitive parallel alignment from one course (row) to the next; the installer must make minor adjustments to keep the entire elevation in general visual alignment. Adjustments of this nature are normal.

Structural cambers shall be taken into consideration when evaluating alignment.

Notes:

7.7 Exposed edges of wood or engineered wood battens or trim pieces are not sealed.

Acceptable Performance Condition:

Unfinished edges of engineered wood battens or trim exposed to view shall be finished in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Battens or trim not meeting the acceptable performance condition shall be rectified.

Remarks:

Repairs shall be similar in colour to the original trim/batten. Some variation in the colour should be expected.

Some engineered battens are pre-finished with primer to limit water absorption into the batten. Boards that are cut to size as they are installed result in unprimed surfaces at the cut edge. These un-primed edges are more prone to water absorption. This may lead to swelling and early deterioration of the batten, leaving the wall behind more susceptible to moisture penetration.

Notes:

7.8 Colour of vinyl or aluminum siding trim and accessories do not match that of the siding colour.

Acceptable Performance Condition:

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

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

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

Notes:

7.9 Vinyl or aluminum siding colour has faded unevenly.

Acceptable Performance Condition:

Vinyl or aluminum siding shall not fade or discolour in an uneven or random manner.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Vinyl or aluminum siding that does not meet the acceptable performance condition shall be rectified.

Remarks:

All colour fades over time with exposure to sunlight. Areas of intense, direct sunlight exposure will tend to fade faster than other, more shaded areas.

Rectified areas shall closely match the existing material for colour and texture.

Variation between dye lots for rectified siding is acceptable.

Trees or other buildings may shade portions of the wall from uniform sunlight and cause non-uniform fading. Such situations are beyond the control and responsibility of the builder.

Notes:

7.10 Aluminum or vinyl siding, trim or accessory is loose.

Acceptable Performance Condition:

Aluminum or vinyl siding, trim and accessories shall be firmly attached to the substrate and shall be installed in accordance with the manufacturer's specifications.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Aluminum or vinyl siding and associated trim and accessories not meeting the acceptable performance condition shall be rectified.

Remarks:

Aluminum and vinyl siding are intentionally installed loosely to the substrate allowing for thermal expansion and contraction. Siding should not displace or detach under normal weather conditions.

Notes:

7.11 Exterior wood trim is split.

Acceptable Performance Condition:

Exterior wood trim may split due to natural shrinkage and temperature extremes. Cracks readily visible from 20 feet (6 meters) under normal lighting conditions, or cracks resulting in displacement or detachment, are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Trim not meeting the acceptable performance condition shall be rectified.

Remarks:

Filler and paint is an acceptable repair. Minor colour variances inherent in these repairs are acceptable.

Notes:

7.12 Exterior wood trim is bowed, twisted or cupped.

Acceptable Performance Condition:

Exterior wood trim may warp, twist or cup due to natural expansion or shrinkage and temperature extremes. Distorted wood trim readily visible from 20 feet (6 meters) under normal lighting conditions, or twists resulting in displacement or detachment, are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Trim not meeting the acceptable performance condition shall be rectified.

Remarks:

Filler and paint is an acceptable repair. Minor colour variances inherent in these repairs are acceptable.

Notes:

7.13 Resins have bled through paint or stain applied on cedar shakes or shingles.

Acceptable Performance Condition:

Where full-covering or opaque stains are used over cedar shakes or shingles, bleed-through of resins or extractives shall not be visible when viewed under normal lighting conditions from a normal viewing position; perpendicular to the shakes or shingles at minimum distance of 20 feet (6 meters).

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Cedar shakes and shingles not meeting the acceptable performance condition shall be rectified.

Remarks:

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

Notes:

7.14 Unsealed gaps exist between dissimilar cladding materials and at penetrations through the cladding.

Acceptable Performance Condition:

Gaps that exist between dissimilar cladding materials shall be in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Cladding not meeting the acceptable performance condition shall be rectified.

Remarks:

Space between different cladding materials and between penetrations is required to allow for movement. A secondary plane of protection exists behind the surface of the cladding.

Caulking and sealants may require regular homeowner maintenance to keep moisture from entering the building envelope.

Notes:

7.15 Cracks appear in exterior stucco.

Acceptable Performance Condition:

Hairline cracks are common in materials containing cement. Cracks readily or in excess of 1/16 inch (1.5 mm) in width are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Stucco not meeting the acceptable performance condition shall be rectified.

Remarks:

The colour and texture of rectified areas shall match closely to the existing stucco. Slight variations should be expected.

Consideration must be given to the extent of cracking and the cosmetics of a local repair versus retexturing the entire, immediate wall.

Caulking and sealants gaps and penetrations require regular homeowner maintenance to keep moisture from entering stucco and adjacent cladding materials.

Damage caused by repeated exposure to water from dripping hose bibs or overspray from sprinkler systems is not considered a defect.

Notes:

7.16 Stucco colour or texture is inconsistent across the wall.

Acceptable Performance Condition:

The colour and texture of stucco shall be generally uniform across the facade.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Stucco not meeting the acceptable performance condition shall be rectified.

Remarks:

The colour or texture of repaired cement materials is difficult to match exactly. Whatever repair method is used, the repair shall match the existing stucco closely; slight colour variations should be expected.

Colour variation is normal as all colours fade with exposure to sunlight. Variations attributed to shadows cast from trees and adjacent buildings are considered environmental normal wear and tear and not covered by the warranty.

Because stucco is applied by hand, each stucco applicator has a unique way of creating a stucco texture. Just as no two signatures are identical, no two stucco textures will be the same.

The texture applied to stucco induces deep shading that defines the character of stucco and is not considered a defect.

Discolouration and mineral deposits caused by repeated exposure to water from dripping hose bibs or overspray from sprinkler systems is beyond the builder's control and not warrantable.

Notes:

7.17 Stucco is separating or falling off the substrate.

Acceptable Performance Condition:

Stucco shall not separate or fall from the base substrate.

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Stucco finish not meeting the acceptable performance condition shall be rectified.

Remarks:

Stucco separating from its base may indicate an issue with trapped moisture or adjacent flashing details. The contributing cause for the defect should be ascertained before proceeding with repairs.

Caulking and sealants around windows and wall openings require regular homeowner maintenance to keep moisture from entering stucco and adjacent cladding materials.

The colour or texture of repaired cement materials is difficult to match exactly. Whatever repair method is used, the repair shall match the existing stucco closely but slight colour variations should be expected.

Builders should consider the cosmetic acceptability of a local repair in comparison to applying new stucco to the larger wall, and terminating the repair at a convenient corner.

Notes:

7.18 Efflorescence (a whitish crystalline powder) is present on exterior surfaces.

Acceptable Performance Condition:

Efflorescence commonly occurs on stucco and masonry surfaces.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Efflorescence is a white deposit on the surface of stucco caused by a combination of soluble salts, moisture, and hydrostatic pressure and can present itself in localized areas.

Efflorescence is an indication that moisture is moving through the material to the surface. This is a normal condition and tends to diminish over time.

Efflorescence is usually harmless and can be removed with a stiff brush and water.

See Also:

2.1 Efflorescence (a whitish crystalline powder) is present on concrete surfaces.

3.1 Efflorescence (a whitish crystalline powder) is present on masonry surfaces.

Notes:

7.19 Parging is exhibiting hairline cracks or falling away.

Acceptable Performance Condition:

Hairline cracks are normal in materials containing cement. Cracks exceeding 1/16 inch (1.5 mm) are considered excessive.

Parging shall not fall off the foundation wall.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Parging not meeting the acceptable performance condition shall be rectified.

Remarks:

The colour or texture of repaired cement materials is difficult to match exactly. Whatever repair method is used, the repair shall closely match the existing parging.

Builders should consider the cosmetic acceptability of a local repair in comparison to applying new parging to the larger wall, and terminating the repair at a convenient corner.

Notes:

7.20 Exterior paint, stain, or clear finish blisters and peels on vertical surfaces.

Acceptable Performance Condition:

Exterior paint, stain, or clear finishes on vertical surfaces shall not deteriorate to the extent of exposing the substrate beneath.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Paint or stain not meeting the acceptable performance condition shall be rectified.

Remarks:

Repairs shall be similar in colour to the original. Some variation in the colour should be expected.

Excessive moisture in the substrate can contribute to premature finish deterioration. Some light stains may show shading as a result of wood absorption rates.

Exterior, horizontal surface finishes on decks and handrails are not warrantable.

Normal wear and tear resulting in changes to the finish is not considered a defect.

Maintenance of deck finishes is the responsibility of the homeowner.

Notes:

7.21 Exterior painted surface finish is inconsistent.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Natural lighting conditions throughout the day will change the appearance of a painted surface. Direct sunlight glancing near parallel to the wall is not normal lighting.

Brush marks are acceptable in cut-in areas and on trim. The appearance of brush marks may vary in appearance with paint type and gloss.

Repainted areas shall closely match the adjacent finished surface for colour, sheen and texture.

Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable.

Notes:

7.22 Exterior paint or stain has faded.

Acceptable Performance Condition:

Exterior paint and stain shall not fade or discolour in an uneven or random manner.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

It is normal for exterior paints and stains to fade. The degree of fading depends on environmental conditions such as southern exposures and wind. The degree of colour fade is greatly influenced by the intensity of the paint colour selected.

The darker a colour, the more likely it is to fade. Dark colours absorb heat more readily than lighter shades and the fade rate is accelerated.

Exterior paint or stain may fade under normal conditions and over time.

Notes:

7.23 Paint is splattered on exterior surfaces not intended to be painted.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Paint spatters caused by the builder or builder's trades during construction shall be rectified.

Notes:

7.24 Mould or mildew is visible on exterior painted surfaces.

Acceptable Performance Condition:

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

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Mildew or fungus can usually be removed during normal home maintenance.

Notes:

7.25 Siding exhibits surface residue.

Acceptable Performance Condition:

Residue may accumulate on siding during construction; this is acceptable.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

It is common for surface residue (typically brown) to appear on the exterior surfaces of siding. This residue does not affect the performance of the siding.

Accumulation of dust and dirt on the siding due to construction conditions is not considered a defect.

Cleaning of the siding after commencement of warranty is considered a homeowner maintenance item.

Notes:

Finishes/ Interior

7.26 Interior paint surface finish is inconsistent.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Natural lighting conditions throughout the day will change the appearance of a painted surface. Direct sunlight glancing near parallel to the wall is not normal lighting.

Brush marks are acceptable in cut-in areas and on trim. The appearance of brush marks may vary in appearance with paint type and gloss.

Repainted areas shall closely match the adjacent finished surface for colour, sheen and texture. If the repair involves a significant proportion of the surface, the larger immediate area should be refinished.

Differences due to dye lot variations terminating at a corner or adjacent surface are acceptable.

Streaking on paint finish due to condensation is not a defect and usually the result of high levels of humidity in bathrooms. Bath and ventilation fans should be operated for longer periods of time to help prevent this occurrence.

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

Remarks:

Number of paint coats and paint specifications (included in the purchase agreement) should be considered in determination of the paint finish.

See Also:

8.7 Texture of painted gypsum wallboard varies.

Notes:

7.27 Clear interior finishes have deteriorated.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Virtually all applied finishes will fade when exposed to sunlight over time.

Areas of intense, direct sunlight exposure will tend to fade faster than other, more shaded areas. Direct sunlight may cause the underlying substrate to fade and the clear finish to “yellow”. Clear finishes on fine woods is influenced by the wood substrate and the moisture balance in that wood. Clear finish on rectified areas shall closely match existing areas for both colour and texture.

Differences due to dye lot variations are acceptable.

The use of inappropriate household cleaners, abrasives, soaps and wood conditioners may contribute to discolouration and premature deterioration of finishes. Deterioration from abuse or inappropriate cleaners is excluded from the warranty.

Damage to interior finishes due to excessive condensation is not a defect. The homeowner is to maintain proper humidity levels within the home especially during cold weather.

Notes:

7.28 Wall covering is peeling.

Acceptable Performance Condition:

Wall coverings installed by the builder should not peel.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

High humidity can cause wall coverings to peel. Proper ventilation, particularly in kitchens and bathrooms, can help maintain proper indoor humidity.

The homeowner is to maintain proper humidity levels within the home especially during cold weather.

Notes:

7.29 Patterns in wall coverings are mismatched at the edges.

Acceptable Performance Condition:

Wall coverings installed by the builder shall be installed to achieve a generally uniform appearance when viewed under normal lighting conditions and from a normal viewing position.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Wall coverings shall be installed to achieve a generally uniform appearance and within the manufacturers tolerance.

Notes:

7.30 Caulking has separated from the substrate.

Acceptable Performance Condition:

Caulk shall not peel or detach from the substrate.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Sealant installations not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Caulk shall be applied uniformly.

The homeowner should report a sealant defect to the builder as soon as possible to mitigate damages.

After the warranty period, the integrity of the sealant is the responsibility of the homeowner and should be reviewed for signs of deterioration as part of regular home maintenance.

Notes:

7.31 Water has penetrated behind ceramic tile, bathtub, or shower enclosures.

Acceptable Performance Condition:

Joints between ceramic tiles and adjacent surfaces shall be grouted or caulked tightly to discourage water penetration beneath ceramic tiles.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Ceramic tile installations not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

The builder is responsible for installing grout uniformly to resist water intrusion.

The homeowner should report a grout defect in a shower or bath area to the builder as soon as possible to mitigate damages.

Grout joints between ceramic tiles and adjacent surfaces may deteriorate over time under normal use. Homeowners should inspect grout installations routinely and repair or seal grout lines exposed to water.

Homeowners should pay close attention to horizontal surfaces and consider sealing or resealing as part of routine maintenance.

After the warranty period, the integrity of the sealant is the responsibility of the homeowner and should be reviewed for signs of deterioration as part of regular home maintenance.

Notes:

7.32 A grout joint between interior floor or wall tiles is cracked, separated, or missing pieces.

Acceptable Performance Condition:

Grout between tiles should not exhibit cracks, separations or missing pieces that are readily apparent from a normal lighting and normal viewing position. Cracks in grout joints in excess of 1/16 inch (1.5 mm) in width shall be rectified. Consideration should be given to the length of the crack.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Missing or loose grout or excessive cracks not meeting the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Minor cracks resulting from normal shrinkage caused by drying after construction, or thermal expansion and contraction, are acceptable. Hairline cracks are acceptable.

Cracks due to impact are not defects.

Rectified sections of grout shall be of similar type and colour as the original installation. Minor colour variances between new and existing grout should be expected, and are acceptable.

The homeowner should report a grout defect to the builder as soon as possible to mitigate damages.

Grout joints between ceramic tiles and adjacent surfaces may deteriorate over time under normal use. Homeowners should inspect grout installations routinely and repair or seal grout lines exposed to water.

Homeowners should pay close attention to horizontal surfaces and consider sealing or resealing as part of routine maintenance.

Notes:

7.33 Grout is not uniform in colour.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Grout joints not meeting the acceptable performance condition shall be rectified.

Remarks:

Grout can be easily discoloured (especially lighter shades) by routine activities that are beyond the builder's control. Washing tile can discolour grout over time.

Rectified joints shall be of the same pattern and similar in colour to the original. Some variation in the colour should be expected. Sealing grout and maintaining that seal can greatly reduce grout discolouration.

Sealing grout is a homeowner responsibility.

Notes:

7.34 Grout lines are not uniform in width.

Acceptable Performance Condition:

Grout line widths shall be generally consistent and uniform and shall not detract from the general appearance of the overall tile surface.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Grout installations not meeting the acceptable performance shall be rectified.

Remarks:

A builder may alter the width of a grout line, which may result in a less cosmetically appealing finish, rather than exercising another option, such as cutting the finished edge from the tile this is acceptable.

Consideration shall be given to the type and placement of tiles.

Notes:

7.35 Adjacent stone or ceramic tile surfaces are installed at different elevations.

Acceptable Performance Condition:

Adjacent stone or ceramic tiles shall be installed generally flush, taking into account the texture and intended aesthetic application of the finished surface.

Variances exceeding 1/8 inch (3 mm) vertically between adjacent tiles are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Tile installations not meeting the acceptable performance condition shall be rectified.

Remarks:

Some tiles are designed with irregular finished surfaces or irregular edge detailing, which may exaggerate the aesthetic appearance of the condition.

Wider grout joints tend to blend tile height variations more than thinner grout lines.

Variations in tile colours due to different dye lots are to be expected when making repairs.

Notes:

7.36 Ceramic tile or natural stone surfaces show distinctive “groupings” that cosmetically detract from a defined area.

Acceptable Performance Condition:

Ceramic tiles that are manufactured with the intention of producing a visually consistent surface shall be re-mixed and orientated during installation to produce an aesthetically and balanced surface that is generally uniform in appearance.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Tile installations not meeting the acceptable performance condition shall be rectified.

Remarks:

Natural materials, such as shale, marble and granite cannot reasonably be positioned throughout the installation to provide a surface uniform in colour and character. Such variations are natural and acceptable.

Quarried stone tiles have veins, depth and colour that may vary tremendously, and such character markings are not defects. This is a cosmetic issue. The degree of non-uniformity is subjective.

Notes:

8 Gypsum Wallboard

8.1 Gypsum wallboard surface is damaged or blemished.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Drywall surface damage caused by the builder or builder's trades during construction shall be rectified and repainted to closely match the original builder-applied finish.

Notes:

8.2 Gypsum wallboard corners are uneven.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

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

Each wallboard corner is a site-finished detail, produced by hand, to contend with variations demanded by joining two or three planes into a visually acceptable installation.

Notes:

8.3 Interior wall or ceiling surfaces show cracks.

Acceptable Performance Condition:

Interior drywall shall be installed to minimize cracking of joints, corners, and corner beads. Drywall cracks are considered defects when they are:

- greater than 1/16 inch (2 mm) in width
- more than 12 inch (300 mm) long and greater than 1/32 inch (1 mm) in width
- tape separation is greater than 1/16 inch (2 mm) from the surface, or
- where bead separation is greater than 1/16 inch (2mm) from the surface.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Interior wall or ceiling surfaces not meeting the acceptable performance condition will be rectified.

Repeat claims will be evaluated by the warranty provider on a case-by-case basis.

Remarks:

Drywall cracks are associated with normal shrinkage of the framing components and are not warranted in that circumstance.

Drywall finishes within garages and unfinished areas are excluded from warranty other than as required by the *Alberta Building Code*.

Cracks are not unusual in drywall compounds at joints particularly at corners. Most cracks are the result of normal shrinkage or settlement and are not generally considered to be defects. Painting is the responsibility of the homeowner.

Builders' specific policies with respect to drywall repair will vary.

See Also:

8.5 Ceiling/wall corner separation has occurred as a result of truss uplift.

Notes:

Interior wall or ceiling surfaces show nail pops.

Acceptable Performance Condition:

Interior finished drywall (excluding garages and unfinished areas), shall be free from nail/screw pops that have broken the surface or are in a readily noticeable location.

A small number of nail/screw pops and other minor surface imperfections are normal and usually result from minor shrinkage of materials or normal settlement of the building and are not covered.

Nail/screw pops when viewed under normal lighting conditions and from a normal viewing position of 6 feet (1.8 meters) directly in front of the wall surface are unacceptable when:

- They are readily noticeable or
- They have broken the surface.

Five or more nail pops within an area of 1 square meter is considered to be excessive and requires filling, sanding smooth, and painting.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Drywall nail/screw pops not meeting the acceptable performance condition will be rectified to a paint-ready state.

Repeat claims will be evaluated by the warranty provider on a case-by-case basis.

See Also:

8.5 Ceiling/wall corner separation has occurred as a result of truss uplift.

Notes:

8.4 Ceiling/wall corner separation has occurred as a result of truss uplift.

Acceptable Performance Condition:

The junction of inside wall finishes and ceilings should be constructed to minimize wall/ceiling separation.

Variances exceeding 1/8 inch (3 mm) vertically between adjacent tiles are considered excessive.

This assessment should be made after the truss has settled.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Wall/ceiling junctions not conforming to the acceptable performance condition shall be rectified in a way that the condition does not recur or is concealed.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

“Truss uplift” is a term often applied to a condition where the bottom chord of wood roof trusses bow or arch upward causing the ceiling drywall that is fastened to it to become separated from the wall finish. Differences in the temperature and moisture content between the top and bottom members of trusses can cause seasonal movement of the bottom chord.

The condition cannot always be prevented but can be controlled by good design, good attic venting and by “floating” the ceiling drywall near partitions.

Similar damage can occur due to downward movement of the wall as a result of settlement of interior wall footings or shrinkage of the framing lumber.

Where repairs are required, colour, finish or texture may not have an exact match.

Seasonal conditions may delay the timing of repairs.

Notes:

8.5 Gypsum wallboard finishes for short walls.

Acceptable Performance Condition:

On wall lengths of 4 feet (1.2 meters) or less the application of drywall corners and finish shall not deviate from the plane of the wall by more than 1/4 inch (6 mm).

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Short walls not meeting the acceptable performance condition shall be rectified.

Remarks:

Application of corner drywall finishes alter the plane of the wall and is acceptable. This situation is exaggerated on short walls and may be more readily apparent when viewed from an acute angle, or along the plane of the wall.

Caulking is an acceptable repair for gaps that may exist between finishes meeting the acceptable performance condition.

Notes:

8.6 Texture of painted gypsum wallboard varies.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Wall and ceiling surfaces of gypsum wallboard consist of paper and joint compound. These materials accept paint finishes differently. Some variations in texture of the final finish may result and are normal.

Surface texture will vary dependent on the level of finish. Specifying the level of drywall finish is a contractual matter between the builder and homeowner.

Consideration should be given to the number of spot repairs, the level of drywall finish, and the colour of the builder-applied finish paint.

Spot and linear texture differences in painted surfaces are often a result of variation in the drywall substrate rather than the paint. Wall and ceiling surfaces of gypsum wallboard consist of paper and a joint compound. These materials accept paint finishes differently. The preparation of the drywall surface before applying finish paint establishes the level of finish. Variations in texture of the final finish may result and are normal within each of the specified drywall finish levels.

Consideration should be given to the following factors when selecting the appropriate finished surface quality of the drywall:

- Function of the space
- Cost of the finish in terms of value
- Type of final surface decoration applied (paint, textures, wall coverings, mirrors, etc.)
- Type of lighting, lighting intensity and angle of lighting

See Also:

7.26 Interior paint surface finish is inconsistent.

Notes:

8.7 Ceiling is uneven.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

It is not unusual to see undulation in dry-walled ceilings. This occurrence can be exaggerated by particular or critical lighting conditions and glossy finishes. Spray-applied textures and matte finishes minimize this condition.

In ceilings adjacent to roof trusses, ceiling drywall may employ a “free floating corner” detail that may appear as unevenness along an edge. This is a design solution to the issue of truss uplift and is acceptable.

Notes:

8.8 Ceiling finish exhibits variation in texture or pattern.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Ceiling texture is a site-applied finish. Variation is inherent to the process and minor variation in texture is normal.

Repairs shall be similar in colour and pattern to the original ceiling finish. Some variation in the colour and texture should be expected.

A localized repair is acceptable.

Notes:

8.9 Water from melting frost in unheated attic spaces has appeared on finished surfaces in the interior of the home.

Acceptable Performance Condition:

Water from melting frost in unheated attic spaces shall not appear on finished surfaces in the interior of the home.

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Where the integrity of the ceiling air/vapour barrier has not met the acceptable performance condition, the barrier and any resulting damage due to water ingress shall be rectified.

Remarks:

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

Homeowners have a responsibility to mitigate damage by reducing humidity levels in their homes during cold weather. Although builders can minimize the moisture reaching the attic by ensuring the air/vapour barrier is as continuous as possible, air leakage into the attic cannot be completely eliminated. Even a small air leak can deposit a significant amount of moisture over a long cold spell if the moisture content of the air is high.

Attic spaces shall be designed and constructed with an air/vapour barrier to minimize the migration of moisture laden air from the interior of the home into the attic space.

Repeated opening of the attic access or leaving the access unsealed causes increased humidity which can contribute to this condition.

Notes:

8.10 Frost is accumulating on the underside of roof sheathing or trusses.

Acceptable Performance Condition:

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

Warranty Coverage:

This is not a defect unless its cause can be attributed to another defect.

Claim Response:

None.

Remarks:

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

Homeowners have a responsibility to mitigate damage by reducing humidity levels in their homes during cold weather. Although builders can minimize the moisture reaching the attic by ensuring the air/vapour barrier is as continuous as possible, air leakage into the attic cannot be completely eliminated. Even a small air leak can deposit a significant amount of moisture over a long cold spell if the moisture content of the air is high.

Attic spaces shall be designed and constructed with an air/vapour barrier to minimize the migration of moisture laden air from the interior of the home into the attic space.

Repeated opening of the attic access or leaving the access unsealed causes increased humidity which can contribute to this condition.

See Also:

8.10 Water from melting frost in unheated attic spaces has appeared on finished surfaces in the interior of the home.

Notes:

9 Flooring / Resilient

9.1 Resilient sheet flooring seams do not appear tight.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Gaps not meeting the acceptable performance condition shall be rectified in accordance with the manufacturer's specifications.

Remarks:

The visibility of gaps is dependent on a number of factors including texture, pattern, colour, type of resilient material and lighting. Strong sunlight entering from a low angle will generate shadows and exaggerate any irregularity in the floors.

Seam sealer recommended by the flooring manufacturer is used to fill gaps between seams of sheet flooring. Seam sealer involves the application of an adhesive between abutting surfaces so a distance between seam edges is assumed as part of that process.

Notes:

9.2 Resilient sheet flooring is loose along an internal seam.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Excessive water or heat can adversely affect the glue and seam sealer on resilient flooring. Lifted seams or edges should be reported to the builder as soon as possible within the warranty period to mitigate damages. Seam sealer recommended by the flooring manufacturer is used to fill gaps between seams of sheet flooring.

After the warranty period, maintenance of the resilient flooring and associated sealant is the responsibility of the homeowner.

Notes:

9.3 Sealant has allowed water to penetrate beneath the resilient sheet flooring.

Acceptable Performance Condition:

Resilient sheet flooring shall be installed with an appropriate seal along areas that are routinely exposed to standing water (e.g., areas adjacent to bathtubs, showers, and exterior doors).

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Such unsealed perimeters not meeting the acceptable performance condition shall be sealed with an appropriate sealant in accordance with the manufacturer's specifications.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Typically this defect presents itself as an edge or corner of linoleum that has lifted, triggered by a bead of sealant (or seam sealant) that permitted water beneath the flooring.

The homeowner has a responsibility to mitigate damages. Any lifted seams or edges should be reported to the builder as soon as possible within the warranty period. After the warranty period, maintenance of the resilient flooring and associated sealant is the responsibility of the homeowner.

Notes:

9.4 Patterns on vinyl flooring are not aligned across the seams.

Acceptable Performance Condition:

Vinyl flooring shall be installed in a manner such that deviations in alignment are not readily apparent.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Vinyl flooring not meeting the acceptable performance condition shall be rectified.

Remarks:

Complex, bold patterns are inherently more difficult to match and that complexity should be considered when choosing a floor pattern.

Notes:

9.5 Patterns in flooring (all types) vary in relation to the adjacent wall.

Acceptable Performance Condition:

Misalignment greater than 1 inch (25 mm) over 12 feet (3.65 meters) is considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Floors not meeting the acceptable performance condition shall be rectified.

Remarks:

Builders will install flooring to achieve an overall balance in larger, frequently-used rooms. General alignment sometimes requires that alignment is altered in hallways or storage rooms to favour better alignment in main living areas.

This issue can best be avoided by selecting floor coverings that contain an element of randomness in their design.

Notes:

9.6 Resilient (flexible) floor is loose.

Acceptable Performance Condition:

Resilient floor shall be securely bonded to the substrate beneath, unless designed otherwise.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Resilient floors not meeting the acceptable performance condition shall be rectified.

Remarks:

The various types of resilient floorings require different installation methods, i.e., loose lay, primary bonded, fully bonded, etc.). These methods vary with respect to characteristics such as the nature and location of the bonding agent, which can affect the degree of "looseness" of a finished floor.

Resilient flooring should not be subjected to standing water that could compromise adhesives along the seams.

Areas that become detached as a result of normal wear and tear or chemical contamination are not warrantable.

Shade and dye lot variations within specified colours in replaced areas are acceptable.

Notes:

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

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

The visibility of ridges is dependent on a number of factors including texture, pattern, colour, type of resilient material, and lighting. Strong sunlight entering from a low angle will generate shadows and will exaggerate any irregularity in the floors.

The measurement of a ridge is done by placing the centre of a 6" straight edge over the ridge and depressing one side. The high end will measure twice the height of the ridge. The measurement of a depression is done by placing a straight edge over the depression and measuring the depth.

The builder is to match the repair closely but is not responsible for discontinued resilient flooring, patterns, dye lot variations, or for colour fade between existing and rectified flooring. Builders sometimes leave flooring remnants in the new home for such repairs, and these materials should not be discarded by the homeowner.

The substrate directly beneath the irregularity will be cleared of any irregularity or debris that may be causing the ridge or depression.

Consideration shall be given to the type of flooring installed.

See Also:

4.3 Finished floor above grade is uneven.

Notes:

9.8 Bubbles appear from beneath the surface of the resilient sheet flooring.

Acceptable Performance Condition:

Vinyl flooring shall be free from bubbles that cause surface deformities.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Vinyl flooring not meeting the acceptable performance condition shall be rectified.

Remarks:

As part of the repair procedures, vinyl flooring may be punctured to remove trapped air and then resealed.

Notes:

9.9 Topical discolouration or yellowing appears on the surface of the resilient flooring.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

This defect is typically induced by an incompatible agent such as latex-backed carpets, oven cleaners, hairsprays and foods such as mustards or vegetable dyes contacting the flooring. These and others can all discolour flooring permanently.

Staining caused by substances applied by the homeowner is not a defect.

Over a period of years, direct sunlight naturally causes general colour fade and yellowing; this is normal.

Notes:

9.10 Discolouration appears over time on resilient flooring.

Acceptable Performance Condition:

Sheet flooring shall not exhibit inks, stains, pigments or other colorants which have bled through from the substrate causing discolouration of the finished flooring.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Vinyl flooring not meeting the acceptable performance condition shall be replaced.

Remarks:

Sheet flooring shall be installed on a clean surface devoid of inks, stains, pigments or other colorants that could disperse upwards and discolour the finished surface of the flooring.

The substrate will be rectified to alleviate telegraphing.

This defect is typically induced by an incompatible agent such as latex-backed carpets, oven cleaners, hairsprays and foods such as mustards or vegetable dyes contacting the flooring. These and others can all discolour flooring permanently.

Staining caused by substances applied by the homeowner is not a defect.

Over a period of years, direct sunlight naturally causes general colour fade and yellowing; this is normal.

Notes:

9.11 Dye lot variation exists in resilient flooring.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

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

Notes:

9.12 Rectified resilient flooring looks different.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Rectified areas may still show differences attributable to normal wear and tear of the original flooring. Such differences are normal and acceptable.

Slight variation between dye lots within a specified colour pattern is normal.

Where dye lot match is unavailable, or a remnant of original vinyl flooring is not available, material may be removed from an inconspicuous location and used for repair.

Builders will sometimes leave a piece of vinyl flooring in the home which should be retained by the homeowner for future repair purposes.

Notes:

9.13 Nail or fastener pops appear on the surfaces of resilient flooring.

Acceptable Performance Condition:

Resilient flooring shall not exhibit readily apparent surface irregularities caused by nails used in floor framing or the installation of underlay.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Raised nail heads or irregularities caused by other fasteners, e.g., staples or glues, are typically the result of movements of the floor joist caused by natural shrinkage and deflection. Floor framing and installation of underlay should be carried out in a manner that minimizes the occurrence of nail pops and takes into consideration the type of resilient flooring to be installed. Flooring should be installed according to the flooring and sub-flooring manufacturer's instructions.

Notes:

10 Flooring / Hardwood

Hardwood Flooring Introduction

Hardwood flooring is a term used to describe flooring products that include traditional hardwoods, such as oak and cherry, as well as bamboo (actually from the grass family) and engineered hardwoods. These natural products perform differently from one another.

Hardwood flooring is highly susceptible to changes in indoor relative humidity which in turn causes dimensional changes (shrinking or swelling). The width of a space between boards should be measured during the warmer, more humid months.

Homeowners have a responsibility to maintain indoor humidity levels through proper humidification and ventilation. The first two years are especially critical for fine woods to normalize to climatic conditions in a home.

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

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

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

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

Hardwood flooring manufacturers abide by established rules for grading and marketing their product.

Any hardwood floor can be scarred by high-heel shoes or other seemingly innocuous point loads.

10.1 Cracks are developing between strips of hardwood.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Hardwood flooring will be installed as per the manufacturer's instructions.

Improper humidity levels within the home can cause shrinkage to hardwood flooring. Maintaining humidity levels is the responsibility of the homeowner. Gaps due to improper homeowner maintenance are not covered.

Notes:

10.2 Strip hardwood flooring is cupped (high edges) or crowned (high centre).

Acceptable Performance Condition:

Strip hardwood flooring shall be installed as per the manufacturer's instructions and without distortions like cupping or crowning.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Hardwood boards not meeting the acceptable performance condition shall be rectified.

Remarks:

Cupping and crowning is attributed to virtually any measure of bulk water made available to any unfinished side of the board, including moisture from excessive wet mopping or humidity rising from a lower level (i.e., a basement laundry area).

Improper humidity levels within the home can cause expansion of hardwood flooring. Maintaining proper humidity levels is the responsibility of the homeowner. Cupping or crowning due to improper homeowner maintenance is not covered.

If the condition is acute and the proper humidity levels are re-established and maintained, the flooring may return to its original condition without further remediation.

Notes:

10.3 Wood flooring buckles and detaches from substrate.

Acceptable Performance Condition:

Hardwood flooring shall be fastened to the substrate in accordance with manufacturer's requirements.

Wood flooring shall be installed to accommodate normal expansion and contraction.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Hardwood flooring not meeting the acceptable performance condition warranty shall be replaced.

Remarks:

Improper humidity levels within the home can cause buckling of hardwood flooring. Maintaining proper humidity levels is the responsibility of the homeowner. Buckling of hardwood flooring due to improper homeowner maintenance is not warrantable.

Damage caused by lack of proper ventilation or exposure to bulk water is warrantable.

Where repairs are required, colour, finish, or texture may not have an exact match.

Notes:

10.4 The surface of one strip of hardwood flooring is higher than another (i.e., overwood or underwood condition).

Acceptable Performance Condition:

Strip hardwood flooring shall be installed to provide a finished surface that is generally uniform in elevation.

Hardwood floors shall be installed where adjacent strips have no more than a 1/16 inch (1.5 mm) difference in elevation.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Hardwood flooring not meeting the acceptable performance condition shall be rectified.

Remarks:

Hardwood floorings incorporate an interlocking design that virtually assures that each board establishes proper elevation from the adjacent board. In some instances the builder may alter the tongue or grove detail to facilitate a perimeter detail. In such cases the builder is responsible to re-establish the general floor elevation and affix the detail properly.

Transition strips bridge differences in elevation and are not considered defects.

Some floor tiles are designed with irregular finished surfaces or irregular edge detailing, which may exaggerate the aesthetic appearance of the condition. Where hardwood wood surface exhibits irregularity by design or homeowner request, the condition is an aesthetic choice and not a defect.

Notes:

10.5 Hardwood flooring colour, sheen, or finish is not uniform.

Acceptable Performance Condition:

Within a room or defined area, hardwood flooring colour, sheen and finish shall appear generally uniform when viewed from a normal viewing position under normal lighting conditions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Hardwood flooring not meeting the acceptable performance condition shall be rectified.

Remarks:

Approximately 90% of hardwood flooring sold is pre-finished in a controlled factory environment. Pre-finished hardwood offers a more consistent sheen and finish.

Site-finished hardwood floors are dependent upon the home environment and manual application methods. Minor differences in sheen are more common to site-finished flooring.

Each hardwood floor is a unique assembly of natural woods. That character is often why wood is selected over other manufactured options that are more uniform in appearance. Natural variations in hardwood flooring should be considered inherent to its character. Within each annual growth ring of a tree there exists springwood and summer wood, which is respectively lighter and darker. Stain intentionally accents these differences, and colour may vary considerably even within the same length of board.

Notes:

10.6 Colour variation, knots and different grain patterns exist within the finished floor.

Acceptable Performance Condition:

Finished flooring shall not exhibit excessive colour variations. Knots and different grain patterns are acceptable within the specific grades and types of flooring.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Each hardwood floor is a unique assembly of natural woods. That character is often why real wood is selected over other manufactured options that are more uniform in appearance. Natural variations in hardwood flooring should be considered inherent to its character. The open grain in some wood surfaces tends to show a rough appearance, although the surface is still uniform.

Light itself, particularly direct sun light, will cause a change in colour over floor areas, specifically between covered and uncovered areas. Bamboo and cork flooring will fade in colour quickly while others, such as cherry, will darken over time.

At commencement of warranty, the floor should be evaluated for cosmetics as well as the quality of installation.

Notes:

10.7 Finish on hardwood flooring has blistered, peeled, or bubbled.

Acceptable Performance Condition:

Site-applied or factory-applied finish on hardwood flooring shall not blister, bubble, or peel when properly maintained and used under normal conditions.

Isolated air bubbles not resulting in detachment of the finish are acceptable.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Flooring not meeting the acceptable performance condition shall be rectified.

Remarks:

Sand, abrasives and dirt may prematurely attack the finish of fine hardwood floors. Homeowners are responsible for sweeping and vacuuming abrasive debris and protecting traffic areas with area rugs or floor mats.

Damage caused by excessive wear and tear, chemical attack, or improper maintenance is not covered.

Notes:

10.8 Hardwood flooring contains too many short boards and not enough long boards.

Acceptable Performance Condition:

Hardwood flooring shall meet the manufacturer's product specification for board lengths. Generally, wider boards are shorter in length as dictated by the diameter of the tree.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Board length varies depending on board width, manufacturer and grade. In lesser grades of wood floors, short boards may be more prevalent. This is not a defect, but a product selection issue, and is therefore not covered under warranty.

Notes:

10.9 Splinters are occurring in hardwood flooring.

Acceptable Performance Condition:

Hardwood finished flooring shall be free of splinters.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Splintered hardwood flooring damaged during installation shall be rectified.

Splintering attributed to the manufacturing process shall be rectified.

Delaminating of solid or engineered hardwood flooring shall be rectified.

Remarks:

Splinters discovered at regular intervals may indicate an issue with the nailing or stapling operation during installation.

Damage resulting from improper maintenance and abuse is not a defect.

Notes:

10.10 Hardwood flooring is “dented” in spots.

Acceptable Performance Condition:

Hardwood flooring shall be generally free of impact dents unless otherwise designed.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Impact dents caused by the builder or builder’s trades during construction shall be rectified.

Remarks:

Hardwood refers to the species of tree, not the impact resistance of the wood. There is a wide range of hardness among tree species, even among those referred as, “hard woods.” Grain pattern and finish colour can affect the visibility of imperfections. Light coloured wood with a clear grain structure, such as birch, will show impact damage more readily than a strongly patterned wood such as oak.

All wood floors can be scratched, gouged, or dented. Sharp or pointed objects, severe impact, or concentrated weight can mar floor surfaces, i.e., stiletto-heeled shoes can focus the weight of a 125 pound person to more than 2,000 pounds per square inch and damage hardwood flooring.

Notes:

10.11 Hardwood flooring squeaks.

Acceptable Performance Condition:

Hardwood flooring shall be generally free of squeaks that are repetitive, consistent and readily audible under normal loading conditions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Hardwood floors not meeting the acceptable performance condition shall be rectified.

Remarks:

The builder strives to provide a squeak-free hardwood floor at commencement of warranty. However, as the home matures and the hardwood floor normalizes to its surroundings, it is possible for a new squeak to make itself known.

Within the warranty period the builder may correct the squeak by installing additional nails or screws connecting the hardwood flooring to the substrate. In this instance, face nailing may be used. Any new fasteners installed by the builder shall be countersunk and appropriately filled to blend the repair. Minor colour variations in rectified areas are considered acceptable.

Extended low-humidity indoor environments can cause excessive shrinkage in the wood flooring resulting in loose connections between flooring boards. The homeowner shall maintain indoor humidity levels to prevent excessive drying of materials.

A squeak-free floor may not be attainable and minor squeaks are not a defect.

Damage to hardwood flooring caused by improper humidity levels within the home is excluded from the warranty.

Notes:

10.12 Hardwood flooring bevel is uncomfortable underfoot.

Acceptable Performance Condition:

The bevel of the hardwood flooring shall be sized according to the grade and design of the hardwood flooring. This is a contractual matter involving a specific design feature of the chosen hardwood.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Bevel design is per the manufacturer's specification.

The bevel on pre-finished hardwood flooring has several functions:

- Helps minimize the appearance of vertical displacement between hardwood strips.
- Helps minimize the appearance of seasonal variation in the gaps between boards.
- Helps minimize splintering along the most vulnerable edge of the board.

Hardwood floors that do not appear to feature bevels are likely site-sanded and site-finished. The larger the bevel and narrower the board, the more apparent the feel of the strip flooring underfoot. The appearance of the bevel can become more noticeable over time on lighter coloured floors such as birch.

Notes:

10.13 Hardwood floor finish (sheen) seems dull.

Acceptable Performance Condition:

Hardwood floor finish may be dulled by the application of cleaners.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Acid or base solutions, chlorine cleaners or abrasives will, over time, impair the finish of hardwood flooring and void the manufacturer's warranty. Vinegar is acidifying and will dull polyurethane finished flooring. Homeowners are cautioned against using commonly available cleaners, soaps, oils, waxes or polishes on hardwood floors. Consumer dissatisfaction with such cleaning products is typically limited to the return of the product purchase price and not the consequential damages that may arise from using the product, even though it may be advertised as "safe" for hardwood floors.

Hardwood manufacturers recommend specific cleaning regimens that the homeowner is to comply with to maintain the warranty protection offered by the manufacturer; this is a homeowner maintenance issue.

Hardwood floors should be maintained in accordance with the manufacturer's recommendations. Inappropriate cleaning techniques can damage hardwood flooring materials.

Notes:

11 Flooring / Carpet

11.1 Carpet seam is visible.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Pile direction at seams will be in one direction only with the possible exception of a direction change at a doorway. Although the backing may be tightly fitted, a seam may remain visible and is acceptable. In contiguous (adjoining) carpeted areas, a redirection in pile is acceptable at the doorway.

The visibility of carpet seams will vary with the type of carpet and the lighting conditions.

Where carpets must be cut to execute floor repairs, seams in the repair area may become more visible. The location of carpet seams may vary due to predetermined manufactured widths and installation restrictions.

Seams around stair newels, balusters and risers are often readily visible; this is acceptable.

Notes:

11.2 Carpet is loose or stretching has occurred.

Acceptable Performance Condition:

Carpet shall be installed to prevent loosening at edges, separation from its point of attachment, and to minimize stretching under normal use.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Carpet not meeting the acceptable performance condition shall be rectified.

Remarks:

Carpets should be maintained in accordance with the manufacturer's recommendations. Inappropriate cleaning techniques can damage carpeting materials.

A lifted carpet along the room perimeter usually indicates that a tack strip is no longer holding the carpet backing adequately. The defect can usually be corrected by re-stretching the carpet.

A ripple in the middle of the carpeted surface is typically the result of dragging or rolling objects over the carpeted.

Notes:

11.3 Carpet colour has changed.

Acceptable Performance Condition:

Carpet color will change over time under normal viewing conditions

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Carpet manufacturers caution homeowners on exposing carpet to direct sunlight for extended periods of time. Carpet fading can be greatly reduced by closing blinds and curtains. Furniture placement can affect the colour of carpet over time.

Spots or faded areas of carpet resulting from normal wear and tear or improper maintenance or abuse are not defects.

Notes:

11.4 Carpet is not uniform in colour, texture, or pattern.

Acceptable Performance Condition:

Carpet shall be uniform in colour, texture, and pattern when viewed under normal lighting and normal viewing conditions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Carpet not meeting the acceptable performance condition shall be rectified.

Remarks:

Carpet pieces in the same room or defined area shall be installed with the pile oriented in the same direction. Minor variation between dye lots is acceptable.

Distinctions in colour often appear when the carpet pile is misaligned or if a section of the carpet is combed in a different direction or the fibres compressed.

Variation in colour may occur due to different lighting effects and at transitions between rooms or areas. Direct sunlight naturally causes general colour change or fade; this is normal.

Doorways and thresholds are acceptable locations where pile direction may change.

Carpets shall be maintained in accordance with manufacturer's recommendations. Inappropriate cleaning techniques can damage carpet materials. Spots or faded areas of carpet resulting from normal wear and tear, improper maintenance, abuse, or homeowner neglect are not defects.

Rectified areas may be visible as a result of variable lighting conditions or different material dye lots.

Notes:

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

Acceptable Performance Condition:

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

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

The homeowner shall ensure that furnaces and fireplaces are maintained, serviced as recommended by the manufacturer, and functioning properly.

Burning candles can contribute considerable carbon into the air and lead to carpet staining. Light-coloured carpets accentuate this condition.

Vehicle emissions contribute carbon to the air and homeowners should not disable the passage door closer to an attached garage. This practice defeats the purpose of the fire rated door, but an open door may also permit the passage of carbon and other airborne contaminants into the home.

Notes:

11.6 Hollow areas in underpad below carpet surface.

Acceptable Performance Condition:

Carpet underpad shall provide a continuous surface of support for the carpet between tack strips.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Carpet underlay not meeting the acceptable performance condition shall be rectified.

Remarks:

Large furniture can generate significant point loads and may cause local carpet depressions. The combination of excessive furniture loads and elevated room temperature can permanently damage carpet underlay subjected to point loading. This is beyond the builder's control. Underlay is resilient in nature and will usually recover in height once the weight has been lifted.

Carpet underpad is often intentionally omitted at the base of stair newel posts and stair nosing.

Notes:

11.7 Carpet is exhibiting excessive fibre loss.

Acceptable Performance Condition:

Carpet shall be free of manufacturing defects that could cause carpet fibre loss.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Carpet not meeting the acceptable performance conditions shall be rectified.

Remarks:

Carpets shall be maintained in accordance with manufacturer's recommendations. Inappropriate cleaning techniques can damage carpet materials. Some carpet fibre loss can be expected as specified by the manufacturer.

Fibre loss due to improper maintenance or abuse is not warrantable.

Notes:

12 Flooring / Laminate

Laminate Introduction

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

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

Peaks can occur when insufficient room is left for the laminate to expand and contract up against an object, such as a kitchen islands or around service piping.

Subfloor variations can also cause a seam to open up in adjacent laminate sections as the floor settles on each side of a raised variation under the laminate. Different grades of laminate may expand and contract at different rates and may have varying tolerances for sub-floor variations.

12.1 Laminate flooring sections are swelled.

Acceptable Performance Condition:

Laminate shall be installed free of swelled planks or tiles.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Swelling of laminate flooring caused by the builder or builder's trades during construction shall be rectified.

Remarks:

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

Notes:

12.2 Laminate flooring is separating.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Gaps exceeding the acceptable performance condition shall be rectified.

Remarks:

Laminate flooring is an engineered product and, as such, is subject to expansion and contraction.

Damage to laminate caused by standing water or major swings in humidity levels within the home is not a defect.

Improper humidity levels within the home can cause separation of laminate flooring. Maintaining humidity levels is the responsibility of the homeowner. Separation of laminate flooring due to improper homeowner maintenance is not a defect.

Notes:

12.3 Laminate floor is chipped.

Acceptable Performance Condition:

At the time of commencement of warranty, laminate flooring shall be free of chips that are readily visible when viewed under normal viewing conditions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Damage to laminate flooring caused by the builder or builder's trades during construction shall be rectified.

Remarks:

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

Notes:

12.4 A uniform gap has developed between the edge of the laminate floor and the edge of the baseboard, or between the edge of the laminate and the edge of a trim strip.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Dimensions for trims and transition strips shall follow the manufacturer's installation instructions.

An area of laminate flooring expands and contracts as a unit with changes in humidity. Low humidity levels in a home can cause a laminate floor to contract more than manufacturer's tolerances causing a gap at the perimeter. If proper humidity levels are re-established and maintained, the fit of the flooring at the perimeter and transitions may return to its original condition without further remediation.

Maintaining proper humidity levels is the responsibility of the homeowner. Gaps in laminate flooring due to improper homeowner maintenance are not defects.

Notes:

13 Tile and General Flooring Issues

13.1 Ceramic, porcelain, or stone flooring is cracked or loose.

Acceptable Performance Condition:

Ceramic, porcelain, or stone tile shall be installed to prevent it from cracking or coming loose from the substrate.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Flooring not meeting the acceptable performance condition shall be rectified.

Broken or cracked tiles shall be replaced. Grout shall be reinstalled to match the existing grout closely.

Remarks:

Flooring areas that are rectified are liable to experience some colour variation between original and new flooring materials. Homeowners should consider the impact of dye lot variations when deciding whether to proceed with a repair based only on an existing cosmetic variance.

Variations between dye lots of similar materials within a specified colour pattern are normal. Variations in natural stone (such as marble and granite) are inherent to that product and are acceptable.

Impact damage caused by the homeowner is beyond the builder's control and is not a defect.

Notes:

13.2 A grout joint between floor tiles is cracked or has separated from the tile.

Acceptable Performance Condition:

Grout between floor tiles shall not exhibit cracks or separations that are greater than 1/16 inch (1.5mm) and readily apparent when viewed under normal lighting from a normal viewing position.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Grout joints between floor tiles in excess of the acceptable performance condition shall be rectified.

Repeat claims related to this defect will be evaluated by warranty providers on a case-by-case basis.

Remarks:

Grout loses water as it dries, often resulting in shrinkage the causes it to pull away from the edge of the stones or to exhibit hairline cracks. Minor cracks resulting from normal shrinkage of the mortar caused by drying or thermal expansion and contraction are acceptable.

Rectified sections of grout shall be of similar type and colour as the original installation but colour variances between original and new grout repairs should be expected; this is acceptable.

Cracks due to impact are not defects.

Notes:

13.3 Grout lines between floor tiles are not uniform in width.

Acceptable Performance Condition:

Grout line widths shall be generally consistent and uniform and shall not detract from the general appearance of the overall floor tile surface.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Floor tile grout installations not meeting the acceptable performance condition shall be rectified.

Remarks:

The width of the grout lines is an aesthetic issue and somewhat dictated by the floor tile design. The wider the line of grout the more prominent it is within the overall floor.

In some instances, a builder may alter the width of a grout line rather than exercising another option such as cutting the finished edge from the tile.

A builder may alter the width of a grout line, which may result in a less cosmetically appealing finish, rather than exercising another option, such as cutting the finished edge from the tile this is acceptable.

Consideration shall be given to the type and placement of tiles.

Notes:

13.4 Floor tile grout is not uniform in colour.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Grout can be easily discoloured (especially lighter shades) by routine activities that are beyond the builder's control. Washing tile floors can discolour grout over time.

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

Sealing grout and maintaining that seal can greatly reduce grout discolouration. Sealing grout and maintaining the seal can greatly reduce grout discoloration.

Sealing grout is a homeowner responsibility.

Notes:

13.5 Adjacent floor tile surfaces are installed at different elevations.

Acceptable Performance Condition:

Adjacent stone or ceramic floor tiles shall be installed generally flush, taking into account the texture and intended appearance of the finished surface.

Variances exceeding 1/8 inch (3 mm) vertically between adjacent tiles are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Some floor tiles are designed with irregular finished surfaces or irregular edge detailing, which may exaggerate the aesthetic appearance of the condition.

Wider grout joints tend to blend tile height variations more than thinner grout lines.

Variations in tile colours due to dye lots are to be expected when making repairs.

Notes:

13.6 Cut edge of a floor tile is too rough or sharp.

Acceptable Performance Condition:

Cut edges of floor tile shall be generally free of sharp edges.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Stone or ceramic tiles not meeting the acceptable performance condition shall be rectified.

Remarks:

Cut edges will be irregular in texture, colour and finish when compared to factory finished tile edges and this is acceptable.

Notes:

13.7 The surface of a ceramic or stone tile is damaged by a chip or a gouge.

Acceptable Performance Condition:

Ceramic or stone tile flooring shall be free of chips that are readily visible when viewed under normal viewing conditions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Chips or gouges in ceramic or stone tile flooring caused by the builder or builder's trades during construction shall be rectified.

Remarks:

Minor dye lot variations may occur when matching existing and new materials. This is acceptable.

A localized repair is acceptable.

Notes:

13.8 Transition between different types of flooring is not flush.

Acceptable Performance Condition:

Changes between flooring heights shall be suitably eased within the abutting flooring types or by the use of an appropriate transition strip.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Where the flooring transition has not met the acceptable performance condition at commencement of warranty, the transition area shall be rectified.

Remarks:

The sub-floor provides an even base upon which finished flooring materials are installed. Changes in height between different flooring materials are caused by variances in material thickness and their different installation techniques. Standard practice is to install a transition strip of a material such as wood, metal or stone to ease the change in height. This height difference is bridged by the transition strip which in itself is typically not flush to either surface; this is acceptable.

The transition strip may be of a different material, dimension or colour than the adjoining floor types.

Notes:

13.9 Finished flooring is uneven.

Acceptable Performance Condition:

Applied finished flooring shall be installed where the variation shall not exceed 1/4 inch (6 mm) within 32 inches (800 mm). This standard does not apply to floors of irregular material such as slate or brick.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Flooring installations not meeting the acceptable performance condition shall be rectified.

Notes:

14 Roofing

14.1 Roof ridge has sagged.

Acceptable Performance Condition:

Roofs shall be constructed to ensure the ridge does not sag excessively under normal design conditions in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

10 years for structural defects.

Claim Response:

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

Remarks:

Damage resulting from maintenance not conducted in keeping with maintenance documentation provided to the owner by the warranty provider or builder additions, deletions or alterations made by the homeowner is excluded from coverage.

Where repairs are required, colour, finish or texture may not have an exact match.

Some deflection due to normal loading and bowing caused by normal drying of wood framing materials is acceptable.

Heavy loads of ice and snow can damage a roof. Normal home maintenance should include professional removal of heavy build-ups of ice and snow.

Excessive bowing of roof framing should be investigated.

Notes:

14.2 Roof trusses or rafters are bowed.

Acceptable Performance Condition:

Roof framing members shall be sized and installed in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

10 years for structural defects.

Claim Response:

Roof framing members not meeting the acceptable performance condition are to be rectified.

Remarks:

Some deflection due to normal loading and bowing caused by normal drying of wood framing materials is acceptable.

Heavy loads of ice and snow can damage a roof. Normal home maintenance should include professional removal of heavy build-ups of ice and snow.

Excessive bowing of roof framing should be investigated.

Notes:

14.3 Roof shingles have blown off.

Acceptable Performance Condition:

Roof shingles shall be installed according to the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

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

Damage caused by an act of nature such as severe weather and wind gusts is not a defect.

Minor dye lot variations may occur when matching existing and new materials. This is acceptable.

Notes:

14.4 Asphalt shingle edges are curled or cupped.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Asphalt shingle edges and corners need not be completely flat to fulfill their water deflection function.

Excessive heat build-up can contribute to premature wear on asphalt shingles.

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

Homeowners should avoid walking on asphalt shingles.

Notes:

14.5 Shingle pattern is irregular.

Acceptable Performance Condition:

Unless otherwise designed, roof shingles shall be installed to provide a generally uniform pattern when viewed from a normal viewing position on the ground.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

The primary role of roofing is to protect the home from weather. The shingle pattern is purely an aesthetic consideration.

Notes:

14.6 Asphalt shingles are not sealed.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

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

Remarks:

Shingle tabs require the application of an appropriate sealant as described in the *Alberta Building Code*.

Interlocking types or those with self-sealing strips may not require sealant.

Self-sealing asphalt shingles installed during cold temperatures should seal when warmer temperatures return. In the short term, unsealed shingles should not affect the weather protection provided by the roof.

Notes:

14.7 Asphalt shingles do not overhang the roof sheathing the proper amount.

Acceptable Performance Condition:

An asphalt shingle starter strip shall overhang roof edges by approximately ½ inch (12 mm) in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

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

Remarks:

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

The shingle extension is required to properly direct bulk rainwater into the eavestroughs and away from the fascia along roof gables.

Notes:

14.8 Irregularities are visible in the roof surface.

Acceptable Performance Condition:

Roof surfaces shall be generally free from significant thickness variations and debris that produce readily visible irregularities in the finished roof. The roof shall be viewed from a normal viewing position at ground level under normal lighting conditions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Roofing surfaces not meeting the acceptable performance condition shall be rectified.

Remarks:

Some asphalt shingles are coloured to provide the appearance of a thickness variation from shingle to shingle; this is not considered a defect.

Roof surfaces need not be completely flat to perform their design function.

Frost patterns on a roof can give the appearance of waviness without the condition existing (e.g., frost outline on sheathing joints and over roof framing members).

Notes:

14.9 Roof appears wavy.

Acceptable Performance Condition:

Roof sheathing shall be sized and installed in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Roof sheathing not meeting the acceptable performance condition shall be rectified.

Where repairs are required, colour, finish or texture may not have an exact match.

Seasonal conditions may delay the timing of repairs.

Remarks:

Some waviness between framing members may occur even when sheathing is properly installed.

Frost patterns on a roof can give the appearance of waviness without the condition existing (e.g., frost outline on sheathing joints and over roof framing members).

Notes:

14.10 Roofing nails are exposed on asphalt roofs.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Roofs not meeting the acceptable performance condition shall be rectified.

Remarks:

Roofing nails require the protection of overlying shingles to ensure adequate weather protection.

Sealant applied to nails shall not detract from the overall, uniform appearance of the roof when viewed from a normal viewing position at ground level under normal lighting conditions.

Notes:

14.11 Roll membrane roofing is blistered.

Acceptable Performance Condition:

Roof membrane roofing should not blister under normal weather conditions.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Roofing not meeting the acceptable performance condition shall be rectified.

Remarks:

This design detail is more commonly found on apartment-type construction involving flat roofs as opposed to single family home construction with sloped roofs.

Notes:

14.12 Water is trapped under roofing membrane.

Acceptable Performance Condition:

Water shall not become trapped under roofing membranes.

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Roofing not meeting the acceptable performance condition shall be rectified.

Remarks:

This design detail is more commonly found on apartment-type construction involving flat roofs as opposed to single family home construction with sloped roofs.

Notes:

14.13 Standing water is visible on a flat roof.

Acceptable Performance Condition:

Flat roofs shall be installed to drain bulk water away as designed.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Roofs not meeting the acceptable performance condition shall be rectified.

Remarks:

Flat roofs, by design, will shed water at a slower rate than inclined roofs. Flat roofs are to be constructed to handle exposure to standing water over the short term.

Some municipalities require flow control devices to be installed on roof drains to actually retain water in the short term so as not overwhelm the storm drain system.

Some standing water is normal and should dissipate after a few days, weather permitting.

Keeping scuppers and drains free of debris is a homeowner maintenance issue.

Notes:

14.14 Roof or flashing leaks.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

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

Remarks:

Ice or snow build-up around chimneys can contribute to water penetration. Keeping roofs clear of heavy snow and ice is important to help prevent ice build-up.

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

Homeowners have a responsibility to mitigate damage to their property and contact the builder immediately upon identification of water penetration.

Notes:

14.15 Roof flashing leaks at chimney.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

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

Remarks:

Ice or snow build-up around chimneys can contribute to water penetration. Keeping roofs clear of heavy snow and ice is important to help prevent ice build-up.

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

Homeowners have a responsibility to mitigate damage to their property and contact the builder immediately upon identification of water penetration.

Notes:

14.16 Eavestroughs or downspouts leak.

Acceptable Performance Condition:

Eavestroughs and downspouts shall not leak at the joints.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Eavestroughs and downspouts not meeting the acceptable performance condition shall be rectified.

Remarks:

Water dripping off the outside of eavestroughs and downspouts should not be mistaken for leakage.

This issue shall be evaluated in warm weather conditions when eavestroughs are free of snow, ice and debris.

Notes:

14.17 Eavestroughs overflow during rainfall.

Acceptable Performance Condition:

Eavestroughs may overflow during rainfall.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

The homeowner has a responsibility for keeping eavestroughs and downspouts free from environmental debris or prevent damage that could cause a blockage or restrict water flow.

The homeowner has a responsibility to ensure that downspout extensions are properly positioned to direct water away from the home.

Eavestroughs should drain effectively, but a minor amount of standing water in eavestroughs is acceptable.

When eavestroughs are provided they shall include proper downspouts and extensions to direct bulk water away from the home.

Homeowners should wait until the rainfall dissipates before assessing eavestrough performance.

Notes:

14.18 Eavestroughs do not drain completely.

Acceptable Performance Condition:

Under normal rainfall conditions and when eavestroughs are unobstructed by debris, standing water may not exceed 25mm (1") in continuous eavestroughs or 50mm (2") in sectioned eavestroughs.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Eavestroughs not meeting the acceptable performance condition shall be rectified.

Remarks:

The homeowner has a responsibility to keep eavestroughs and downspouts free from environmental debris or prevent damage that could cause a blockage or restrict water flow.

The homeowner has a responsibility to ensure that downspout extensions are properly positioned to direct water away from the home.

Eavestroughs should drain effectively, but a minor amount of standing water in eavestroughs is acceptable.

Industry practice is to install eavestroughs approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of eavestroughs immediately after a rain.

Notes:

14.19 Ice damming is occurring on the roof.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Roofs not meeting the acceptable performance condition shall be rectified.

Remarks:

Marginal icicles and marginal surface ice is a natural occurrence on a roof in winter months and can be exacerbated by freezing rain or repeated freeze-thaw cycles.

Naturally occurring ice damming (a buildup of ice on the roof over the eaves) may cause damage and is not a defect.

Eave protection, vapour barriers, attic insulation and ventilation should be installed to the requirements of the *Alberta Building Code*.

Accumulations of ice and snow on roof may also result in ice damming.

Damage resulting from maintenance not conducted by the owner in keeping with maintenance documentation provided to the owner by the warranty provider or builder, or from additions, deletions or alterations made by the homeowner is excluded from coverage.

Removal of snow from the roof is a seasonal maintenance requirement and is the responsibility of the homeowner.

Notes:

14.20 Temporary hardware has been left on the roof.

Acceptable Performance Condition:

Hardware installed during construction of the home shall be removed unless otherwise specified by the manufacturer.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Temporary hardware shall be removed and fastener holes shall be rectified.

Notes:

14.21 Water is leaking into the living space from accumulation of snow or rain driven through louvers or vents.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

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

Remarks:

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

Notes:

14.22 Attic ventilation is inadequate.

Acceptable Performance Condition:

Attics shall be ventilated in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Attic or roof vents not meeting the acceptable performance condition must be rectified.

Where repairs are required, colour, finish or texture may not have an exact match.

Seasonal conditions may delay the timing of repairs.

Remarks:

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

Snow covering roof vents can obstruct ventilation.

Damage resulting from maintenance not conducted by the owner in keeping with maintenance documentation provided to the owner by the warranty provider or builder, or from additions, deletions or alterations made by the homeowner is excluded from coverage.

Notes:

14.23 Skylight leaks.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Skylights not meeting the acceptable performance condition shall be rectified.

Seasonal conditions may delay the timing of permanent repairs.

Remarks:

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

Proper maintenance of the skylight is the responsibility of the homeowner.

Notes:

15 Fireplaces / Plumbing / Electrical

Fireplaces

15.1 Chimney serving solid-fuel burning (wood, manufactured logs, pellets, etc.) appliance does not draw properly.

Acceptable Performance Condition:

Chimneys serving solid-fuel appliances shall be installed in accordance with the *Alberta Building Code* and manufacturer's guidelines.

Warranty Coverage:

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

Claim Response:

Chimneys not meeting the acceptable performance condition shall be rectified.

Remarks:

Homeowners should fully understand the operation of their fireplaces and the damper in particular, before ignition. Flue gasses going up the chimney must be replaced with a comparable volume of fresh (cold) air entering the room. Opening a window may help the chimney draw.

Chimneys may not draw properly if:

- adjacent buildings, trees or high winds create downdrafts
- the chimney is plugged
- the chimney is cold
- the combustion air for the appliance is restricted
- a high capacity kitchen range hood fan is running

Fireplaces shall be used and maintained by the homeowner in accordance with manufacturer's recommendations.

Notes:

15.2 Fireplace and/or glass finish has changed in appearance.

Acceptable Performance Condition:

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

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Patina of the fireplace firebox, trim and/or glass finish may change with time and use and is acceptable.

Surfaces that are subject to temperature stress will show colour change, and this is normal and acceptable.

Fireplaces shall be used and maintained by the Homeowner in accordance with manufacturer's recommendations.

Cleaning products not recommended by the manufacturer may adversely affect the finish of fireplaces and glass finish in particular.

Notes:

15.3 Water pipes are leaking.

Acceptable Performance Condition:

Domestic water supply and drainpipes shall not leak.

Warranty Coverage:

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

Claim Response:

Pipes not meeting the acceptable performance condition shall be rectified.

Remarks:

Condensation on piping should not be mistaken for a leaking pipe.

Condensation on cold-water supply lines is not a defect. High indoor humidity is typically the main cause.

If a leak is detected in a water supply pipe, the water supply valve should be turned off immediately until the builder's representative can assess the condition. The homeowner has a responsibility to mitigate damages.

Damage resulting from improper maintenance by the homeowner is excluded from warranty.

See Also:

15.9 Condensation appears on water supply pipes and toilets.

Notes:

15.4 Faucet or plumbing fixture is leaking.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Faucets and plumbing fixtures are not considered a part of a delivery and distribution system.

Claim Response:

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

Remarks:

Homeowners have an obligation to mitigate damages and turn off the water supply if the leak has the potential to cause damage to other parts of the home or personal property.

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

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

Notes:

15.5 Bathtub or shower enclosure doors leak.

Acceptable Performance Condition:

Bathtub and shower enclosure doors shall be installed in accordance with manufacturer's specifications so that they do not leak.

Warranty Coverage:

1 year for defects in materials and labour.

Bathtubs and showers are not considered a part of a delivery and distribution system.

Claim Response:

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

Remarks:

Caulking and seals around bathtubs and shower enclosures and door seals require regular homeowner inspection and maintenance.

Notes:

15.6 Water supply is inadequate.

Acceptable Performance Condition:

Water pressure delivered throughout the home from the municipality should be generally uniform. Pressure variances can be expected if one or more taps are drawn from at the same time.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Variations in water pressure in municipal services can occur during peak periods of demand; this is normal.

Water flow restrictors serve to conserve water and should not be misconstrued as a defect. The design of some fixtures may inherently restrict water flow.

Reduced water supply may result from curb stop, pressure reducing valve or main valve adjustments.

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

Notes:

15.7 Supply and drain pipes are noisy.

Acceptable Performance Condition:

Water supply and drain pipes shall be generally free of water hammering and vibration that is repetitive, consistent and readily audible in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

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

Claim Response:

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

Remarks:

A sudden thump of water supply pipes (commonly referred to as water hammering) may occur when a faucet or fixture is closed abruptly. This is normal and not a defect. Excessive noise may indicate that a pipe is reverberating against ductwork or framing and will require repositioning by the builder.

“Ticking” sounds due to thermal expansion and contraction of water supply and drain lines are normal.

The sound of water flowing through both supply and drainage pipes is normal and not a defect.

See Also:

17.3 Plumbing noise/vibrations are coming from water piping, stand pipes, drain lines, recirculating lines, hot tubs, toilets, etc.

Notes:

15.8 Plumbing pipes are frozen or have burst.

Acceptable Performance Condition:

Plumbing pipes shall be installed to ensure they do not freeze.

Warranty Coverage:

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

Claim Response:

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

Remarks:

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

Care must be taken to insulate correctly where water lines are located near exterior walls.

Where heat tape is required, homeowners are responsible for inspection and maintenance of the heat tape as part of regular homeowner maintenance.

Frost-free hose bibs will not protect water lines from freezing if exterior hoses have not been physically disconnected from the threaded connection; this is not a defect.

If a burst pipe is detected in a water supply pipe, the homeowner has a responsibility to mitigate damages by immediately shutting off the main water supply valve until the builder's representative can assess the condition.

Damage resulting from improper maintenance or alterations made by the homeowner is not warrantable.

Notes:

15.9 Condensation appears on water supply pipes and toilets.

Acceptable Performance Condition:

Condensation on water supply pipes and toilets may occur.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

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

Excessive condensation from airborne moisture is the result of high relative humidity. Homeowners should vent areas of high humidity with direct ventilation to the outside or by use of exhaust fans.

See Also:

15.3 Water pipes are leaking.

Notes:

15.10 Plumbing fixtures have deteriorated or discoloured.

Acceptable Performance Condition:

Plumbing fixtures shall be free of readily visible defects.

Warranty Coverage:

1 year for defects in materials and labour.

Plumbing fixtures are not considered a part of a delivery and distribution system.

Claim Response:

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

Remarks:

Plumbing fixtures are mechanical devices and, as such, require periodic maintenance in accordance with the manufacturer's instructions.

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

Notes:

15.11 Plumbing fixtures do not operate as intended.

Acceptable Performance Condition:

Plumbing fixtures shall perform as intended.

Warranty Coverage:

1 year for defects in materials and labour.

Plumbing fixtures are not considered a part of a delivery and distribution system.

Claim Response:

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

Remarks:

Plumbing fixtures are mechanical devices and, as such, require periodic maintenance in accordance with the manufacturer's instructions.

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

Notes:

15.12 Toilet takes more than one flush to empty.

Acceptable Performance Condition:

Toilets shall flush waste into the sanitary sewer system as dictated by their design.

Warranty Coverage:

1 year for defects in materials and labour.

Toilets are not considered a part of a delivery and distribution system.

Claim Response:

Toilets not meeting the acceptable performance condition shall be rectified.

Remarks:

Newer low-volume toilets use less water to flush waste away than older models, but their operation is more sensitive to the amount of waste and multiple flushes may be required. Some tank designs require the homeowner to hold down the flush lever for an extended period to ensure a proper flush of waste.

The efficiency of the toilet is affected by its profile and design. Often, a poorly draining toilet is indicative of a partial blockage in the drain or plumbing vent and may not be an issue with the toilet itself.

Notes:

15.13 Sewers or drains are draining slowly or backing up.

Acceptable Performance Condition:

Sanitary and storm drainage systems shall drain properly.

Warranty Coverage:

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

Claim Response:

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

Remarks:

It is the homeowner's responsibility to mitigate damages involving water or sewage. The builder shall be contacted immediately upon identification of a blockage, followed by the municipality. The issue may involve the municipal sewage system, which is beyond the builder's control, and is not a defect.

Sewage systems outside of municipalities require septic systems and maintenance procedures unique to those installations. Homeowners are strongly advised to completely understand the operation of their septic system, observe cautions involving the septic field, not to exceed the system's design parameters and to provide the service regimen that such systems require.

Where heat tape is required, homeowners are responsible for inspection and maintenance of the heat tape as part of regular homeowner maintenance.

Complete failure of sanitary drainage systems is considered an emergency.

Toilets have water shut off valves. Other fixtures may have shut off valves but it is a homeowner responsibility that the main water supply line should be shut off to mitigate damages to the home in cases of emergency. Homeowners should ensure items are not flushed down toilets or sinks not intended for these products; such damage is the responsibility of the homeowner.

Failure of the system due to actions of the homeowner is not a defect.

Notes:

15.14 Cracks, chips or scratches exist in porcelain, enamel, acrylic, solid composite or fibreglass surfaces.

Acceptable Performance Condition:

Plumbing fixtures exposed to normal view shall be free from visible damage.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Damage to plumbing fixtures caused by the builder or builder's trades during construction shall be rectified.

Remarks:

After commencement of warranty, the homeowner is responsible to maintain surface finishes in accordance with the manufacturer's instructions.

Notes:

15.15 Solid surface (i.e., manufactured marble) countertop with integrated wash basin has cracked at the drain.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Wash basins are not considered a part of a delivery and distribution system.

Claim Response:

Manufactured solid surface countertops not meeting the acceptable performance condition shall be rectified.

Remarks:

Manufactured marble can be damaged by impact or stress due to over tightening of drains. Care should be taken by the homeowner when cleaning or servicing to prevent cracking or chipping. Refer to manufacturer's recommendations for use.

Crazing (fine cracking of the glaze) caused due to hot water expansion and contraction is not a defect.

Notes:

Electrical

15.16 Electrical outlets or switches do not work.

Acceptable Performance Condition:

Electrical outlets and switches shall be installed in accordance with the manufacturer's specifications and the CEC.

Warranty Coverage:

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

Claim Response:

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

Remarks:

When troubleshooting a localized power loss, homeowners should check the breakers, the GFI's (ground fault interrupter) and the light bulb or appliance.

Additions, deletions or alterations by the homeowner to the original electrical system are not warrantable.

Notes:

15.17 Electrical fixture does not work.

Acceptable Performance Condition:

Electrical fixtures supplied and installed by the builder shall be installed in accordance with the manufacturer's specifications and the CEC.

Warranty Coverage:

1 year for defects in materials and labour. Electrical fixtures are not considered a part of a delivery and distribution system.

Claim Response:

Electrical fixtures not meeting the acceptable performance condition shall be replaced.

Remarks:

Some fixtures such as ceiling fans have wall switches and pull switches on the fixture, and all switches must be "On" to direct electricity to the fixture.

Light bulb replacement is considered homeowner maintenance and is not a defect.

When troubleshooting a localized power loss, homeowners should check the breakers, the GFI's (ground fault interrupter) and the light bulb or appliance.

Electrical fixtures supplied by the homeowner are excluded from the warranty.

Notes:

15.18 Electric circuit breakers trip repeatedly.

Acceptable Performance Condition:

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

Warranty Coverage:

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

Claim Response:

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

Remarks:

A tripped circuit breaker does not necessarily infer an issue with the home's electrical system. Rather, the circuit breaker is performing as a failsafe device and stopping the flow of electricity until the source of the fault is corrected. Frequent tripping of circuit breakers may indicate that the circuit is overloaded.

Some appliances have special power requirements that may overload circuits, including motors that cause an electrical arc at start-up, which may cause arc-fault breakers to trip; this is not a defect.

Additions, deletions or alterations by the homeowner to the original electrical system are excluded from the warranty.

Notes:

15.19 Ground Fault Interrupter (GFI) trips frequently.

Acceptable Performance Condition:

GFI breakers and receptacles shall be installed in accordance with the CEC.

Warranty Coverage:

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

Claim Response:

Electrical circuits protected by the GFI and not meeting the acceptable performance condition shall be rectified.

Remarks:

GFIs operate differently than circuit breakers. GFIs prevent electrical shocks by sensing a change or leakage in the flow of current. A drop off in current (equivalent to about 5 milliamps) will trip a relay within a few hundredths of a second resulting in power disconnection. The GFI can easily be reset once the leakage condition has been corrected.

One GFI can be wired to protect several electrical outlets within the same circuit.

The homeowner has a responsibility to test GFI circuits on a routine basis as prescribed by the GFI manufacturer.

When troubleshooting a localized power loss, homeowners should check the breakers, the GFIs and the light bulb or appliance.

Additions, deletions, or alterations by the homeowner to the original electrical system are excluded from the warranty.

Notes:

15.20 Ceiling mounted fan vibrates and is noisy.

Acceptable Performance Condition:

Ceiling fans installed by the builder shall be installed according to the manufacturer's instructions.

Warranty Coverage:

1 year for defects in materials and labour.

Ceiling mounted fans are not considered a part of a delivery and distribution system.

Claim Response:

Ceiling fans not meeting the acceptable performance condition shall be rectified.

Remarks:

Some vibration is to be expected in a mechanical, rotating device. The degree of fan vibration is often influenced by the length of the down-shaft and the quality of the fixture itself.

Ceiling fans will accumulate debris on the blades and may become unbalanced over time, and require regular cleaning and maintenance which is the responsibility of the homeowner.

Damage resulting from improper fan maintenance or alterations made by the homeowner is excluded from the warranty.

Notes:

15.21 Receptacle or switch cover is not flush and plumb with the wall.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Electrical outlets and switches are not considered a part of a delivery and distribution system.

Claim Response:

Receptacle or switch cover plates not meeting the acceptable performance condition shall be rectified.

Remarks:

Covers dislocated by the homeowner during alterations (including painting and wallpapering) are excluded from the warranty.

Notes:

15.22 Light fixtures are discoloured.

Acceptable Performance Condition:

Light fixtures supplied and installed by the builder shall not discolour under normal use.

Warranty Coverage:

1 year for defects in materials and labour.

Light fixtures are not considered a part of a delivery and distribution system.

Claim Response:

Light fixtures not meeting the acceptable performance condition shall be replaced.

Remarks:

Some light fixtures discolour (patina) as part of the normal operation of that fixture.

The use of incandescent light bulbs with a higher wattage than indicated on the fixture label may cause temperature discolouration and is excluded from the warranty. High wattage light bulbs exceeding the manufacturer's recommendation are also a fire risk.

Notes:

16 Interior Climate Control

16.1 Air is leaking through or around windows and/or exterior doors.

Acceptable Performance Condition:

Windows and doors shall be installed to minimize air leakage in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope.

Claim Response:

Doors and/or windows not meeting the acceptable performance condition shall be rectified.

Remarks:

Doors and windows should be properly closed and locked to ensure positive contact with adjacent weather stripping to achieve their designed air leakage rating.

Interior air movement along and across the interior face of a window (convection) is normal and should not be confused with air leakage through the window unit.

Minor air infiltration may occur during very windy conditions and is acceptable.

Weather stripping will become worn over time and use. Weather stripping should be inspected for compression and wear and tear and replaced, if necessary, by the homeowner.

Windows shall be properly rated for their geographical location. Windows and doors shall meet the requirements for air leakage described in the *Alberta Building Code*.

See Also:

6.14 Exterior door assembly is not providing a seal against exterior elements.

Notes:

16.2 Draft is felt at exterior wall electrical outlet or wall switch.

Acceptable Performance Condition:

Electrical boxes mounted on exterior walls shall be installed to minimize air infiltration as required by the *Alberta Building Code*.

Warranty Coverage:

5 years for defects in the building envelope.

Claim Response:

Electrical boxes not meeting the acceptable performance condition shall be rectified.

Remarks:

Air movement along and across the interior face of a wall (convection) is normal and should not be confused with air leakage through the electrical box.

Minor air infiltration may occur during very windy conditions; this is acceptable.

Notes:

16.3 Kitchen or bath fans allow cold air infiltration (drafts).

Acceptable Performance Condition:

Kitchen and bath exhaust fans shall be installed with back-draft dampers as per the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

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

Remarks:

Ventilation fans are indirectly open to outside air. The damper is balanced to allow exhaust air to escape freely and falls back to a closed position to reduce back-drafts. By design they are not completely effective at eliminating cold air infiltration.

Exhaust fans will accumulate dust and airborne debris over time that can impair fan efficiency, obstruct the damper and create excessive noise. The homeowner is responsible to maintain both the fan unit and the exhaust vent on the outside of the home.

During gusty wind conditions, homeowners may hear the damper fluttering as it adjusts to the fluctuating air pressure; this is normal.

Notes:

16.4 Moisture is dripping from exhaust fans.

Acceptable Performance Condition:

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

Warranty Coverage:

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

Claim Response:

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

Remarks:

During periods of cold weather water vapour may condense or freeze in exhaust venting. During warming periods this may result in moisture dripping back through the vent, and this is acceptable

Condensation may occur in vents due to environmental conditions and interior generated humidity.

Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation and humidity is not a defect.

Notes:

16.5 Condensation or frost appears on windows.

Acceptable Performance Condition:

Condensation may occur on interior window surfaces.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Condensation on interior window surfaces is common during cold seasons. At temperatures below freezing, the condensate may form ice at the bottom of windows.

Homeowners can also help reduce condensation on windows by continuously running the furnace fan to encourage air circulation.

Homeowners are responsible to maintain appropriate humidity levels. Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation, air circulation, and humidity is not a defect.

Notes:

16.6 Condensation occurs on ductwork.

Acceptable Performance Condition:

Ductwork connected to the exterior should be adequately insulated as per the *Alberta Building Code*.

Warranty Coverage:

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

Claim Response:

Ductwork not meeting the acceptable performance condition shall be rectified.

Notes:

16.7 Cold spots exist in walls or ceilings.

Acceptable Performance Condition:

Insulation shall be installed in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

5 years for defects in the building envelope

Claim Response:

Insulation not meeting the acceptable performance condition shall be rectified.

Remarks:

When determining R value, different insulation types have varying R values per inch of thickness.

Wind washing of insulation is a condition that exists with blown-in insulation where wind movement has displaced the insulation to a point at which the thermal resistance value has become compromised.

Notes:

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

Acceptable Performance Condition:

The heat balance of living areas shall be generally uniform throughout the home, and the heating system shall be installed in accordance with the *Alberta Building Code*. Variances in temperature from one living area to the next are expected and acceptable.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

The balancing of heat within a home is an owner action and is not covered by warranty.

Several factors affect living space temperatures and comfort:

- Directional orientation: north-facing rooms are generally cooler than south-facing rooms.
- Windows: glass has little insulating value and allows more heat to escape from the room.
- Rooms over garages: have insulated floors that lose heat to the unheated garage below.
- Airflow: free airflow from the supply outlet in a room to a return inlet or undercut door is essential. Generally, a minimum 25 mm (1") space under interior doors above the finished floor covering should be provided.
- Personal preference: personal comfort differs between individuals. Balancing the air delivery system may not completely compensate for the effects of these factors.

Drapes and furnishings can also influence the heat balance of a room. At commencement of warranty, living areas are generally balanced. The balance can be affected by seasonal temperature variations and direct sunlight on south facing windows.

Heat registers and ductwork dampers can be adjusted to reduce large variations in room temperature. Certain variations in room temperature can be expected from directional orientation, the amount of glass within a room, airflow (if doors are closed as opposed to open) and whether or not the room is situated over an unheated area of the home such as a garage or exterior cantilever.

Generally, a temperature reading is taken four feet above floor level and as close as possible to the center of the warm air supply and cold air return in any living area after the heating system has been running for an appropriate period of time.

Variation in systems designed for multi-family units should be taken into consideration when assessing these issues.

See Also:

16.9 Heating system is inadequate.

16.10 Furnace is running excessively.

Notes:

16.9 Heating system is inadequate.

Acceptable Performance Condition:

Heating systems shall be capable of maintaining indoor air temperatures in accordance with the *Alberta Building Code*.

Warranty Coverage:

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

Claim Response:

Heating systems not meeting the acceptable performance condition shall be rectified.

Remarks:

In air and fluid flow heating systems, the flow of heat can be adjusted to minimize differences. This is commonly known as “balancing” and should be done as part of the installation and maintenance of the heating system.

Temperature variations between rooms in a home are common and can be expected as a result of the direction a room faces, the amount of windows within a room, airflow in and out of a room (if doors are closed as opposed to open) and whether or not the room is situated over an unheated area of the home such as a garage or exterior cantilever. Drapes and furnishings can also influence the heat balance of a room.

In-floor hydronic systems usually have a lag time in heating response. This lag time varies with many parameters, such as the method of construction of the system, the outdoor temperature, the room construction, how the floor is controlled and operated and the presence or absence of heat from another source.

With a forced air heating system, the efficiency of the furnace to move air can be dramatically compromised by a dirty air filter. The homeowner is responsible to maintain the heating system and replace the air filter on a regular basis. It is recommended that circulation fans run continuously during periods of cold weather to assist heat distribution throughout the home.

Variation in systems designed for multi-family units should be taken into consideration in assessing these issues.

Damage or imbalances in heating systems caused by adjustments, additions or deletions made by the homeowner are excluded from the warranty.

Notes:

16.10 Furnace is running excessively.

Acceptable Performance Condition:

Heating, ventilating and air conditioning (HVAC) systems shall operate in accordance with manufacturers specifications and the *Alberta Building Code*.

Warranty Coverage:

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

Claim Response:

Heating, ventilating and air conditioning (HVAC) systems not meeting the acceptable performance condition shall be rectified.

Remarks:

On extremely cold days the furnace will be “On” more often than it is “Off”, and as it approaches its operational limits, it may be “On” continuously. Some high efficiency furnaces use a blower fan that constantly circulates the air but does not necessarily always add heat while running.

The furnace cycle is also dependent upon the sensitivity of the thermostat and the swing of temperature allowed before turning on the furnace.

Regular homeowner maintenance requires an understanding of the operation of the furnace.

Variation in systems designed for multi-family units should be taken into consideration in assessing these issues.

See Also:

16.8 Difference in heat from one living area to the next during the heating season.

16.9 Heating system is inadequate.

Notes:

16.11 Operational sounds coming from the furnace have changed.

Acceptable Performance Condition:

Furnaces shall operate within their operational and design parameters.

Warranty Coverage:

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

Claim Response:

Furnace components not meeting the acceptable performance condition shall be rectified.

Remarks:

New high efficiency furnaces have different operating principles and generate different noises than preceding models. These noises are normal and acceptable. The owner's manual should be referred to if routine operational sounds change.

In some systems the fan is designed to run constantly for proper air circulation throughout the home. The constant operation of the fan does not mean it is inefficient, but rather that the furnace is operating as it was designed to.

Homeowners are responsible to ensure intake and exhaust vents are clear of obstructions (i.e. snow, ice and debris) at all times.

Variation in systems designed for multi-family units should be taken into consideration in assessing these issues.

Notes:

16.12 Cooling system is not functioning.

Acceptable Performance Condition:

Cooling systems shall be installed in accordance with the *Alberta Building Code*.

Warranty Coverage:

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

Claim Response:

Cooling systems not meeting the acceptable performance condition shall be rectified.

Remarks:

The efficiency of residential cooling systems can be affected by dirt or debris in the heat exchange units. Homeowners have a responsibility to clean and maintain the air conditioning system for optimal performance.

The level of air conditioning can vary in multi-level homes or in rooms with skylights or large windows. The load on an air conditioner can be reduced by closing windows that face south.

Variation in systems designed for multi-family units should be taken into consideration in assessing these issues.

Damage or imbalances to the cooling system caused by alterations, additions or deletions made by the homeowner are excluded from the warranty.

Notes:

16.13 Ductwork is noisy.

Acceptable Performance Condition:

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

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

Noise consistent with the normal operation of the furnace, blower and related components is not a defect. Unusual noises or a change in noise may be indicative of a maintenance requirement.

Variation in systems designed for multi-family units should be taken into consideration in assessing these issues.

Notes:

16.14 Ductwork makes noise when floor is walked upon, commonly referred to as “oil-canning.”

Acceptable Performance Condition:

Oil-canning shall not be repetitive and readily audible under normal loading conditions.

Warranty Coverage:

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

Claim Response:

Ductwork not meeting the acceptable performance condition shall be rectified.

Remarks:

Weight transfer on floors over metal ductwork can sometimes result in a temporary deflection of the metal ductwork, generating a noise when it snaps back to its original position.

Notes:

16.15 Ductwork comes apart.

Acceptable Performance Condition:

Ductwork shall be joined and supported to prevent separation or detachment and maintain joint integrity to conform to the *Alberta Building Code*.

Warranty Coverage:

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

Claim Response:

Ductwork not meeting the acceptable performance condition shall be rectified.

Remarks:

Duct work that has been dislodged due to homeowner alterations, additions or deletions are excluded from warranty.

Notes:

16.16 Condensate line is blocked.

Acceptable Performance Condition:

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

Warranty Coverage:

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

Claim Response:

Condensate line blockage caused by the builder or builder's trades during construction shall be rectified.

Remarks:

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

Notes:

16.17 Air conditioning coolant line leaks.

Acceptable Performance Condition:

Air conditioning systems shall not leak.

Warranty Coverage:

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

Claim Response:

Air conditioning systems not meeting the acceptable performance shall be rectified.

Remarks:

Damage resulting from improper maintenance or from additions, deletions or alterations made by the homeowner is not a defect.

Notes:

16.18 Gaps exist between heat registers, cold air return grills, ventilation grills and the adjacent surfaces.

Acceptable Performance Condition:

Heat registers, cold air return grills and ventilation grills shall be installed generally flush with the adjacent surface as dictated by their design.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Heat registers, cold air return grills and ventilation grills not meeting the acceptable performance condition shall be rectified.

Remarks:

Typically, floor mounted heat registers are slip-fitted into position; this is acceptable.

When two surfaces are simply abutted, the result is typically a minor gap; this is normal and acceptable.

Notes:

16.19 There are temperature variations (or hot & cold spots) in the heating zones of an electric in-floor warming system.

Acceptable Performance Condition:

Electric in-floor warming systems shall provide a generally uniform temperature throughout the heating zones of the floor in accordance with their design.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Electric in-floor warming systems not meeting the acceptable performance condition shall be rectified.

Remarks:

Minor temperature variations in the floor of an electric in-floor warming system, designed to create warm floor surfaces, can be expected. Heat is delivered to electric in-floor warming systems through lines of wire. There is a specified distance between these lines, and the areas of the floor between these lines will naturally be cooler than the areas of the floor immediately above the lines. These lines may be arranged in groups or “zones”. If a zone is not providing heat, a definable area of the floor will feel cool. Areas of extreme heat loss such as a patio door or large window, can affect the surface temperature of the floor surface near them. Electric in-floor heat is not always designed to be installed in (or to heat) the entire floor area. For example: behind and beside toilets and in closets.

Electric in-floor warming systems are not designed to serve as the primary heating system for a home.

Damage or imbalances to the electric floor warming system caused by adjustments, additions or deletions made by the homeowner are excluded from the warranty.

Notes:

16.20 There are temperature variations (or hot & cold spots) in the heating zones of a hydronic in-floor warming system.

Acceptable Performance Condition:

Hydronic in-floor warming systems shall provide a generally uniform temperature throughout the heating zones of the floor in accordance with their design.

Warranty Coverage:

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

Claim Response:

Hydronic in-floor warming systems not meeting the acceptable performance condition shall be rectified.

Remarks:

Minor temperature variations in the floor of a hydronic in-floor warming system, designed to create warm floor surfaces, can be expected. Heat is typically delivered to in-floor hydronic heating systems through fluid filled lines. There is a specified distance between these heat lines, and the areas of the floor between these heat lines will naturally be cooler than the areas of the floor immediately above the heat lines.

These lines are also arranged in groups or “zones”. Fluid circulating through these zones gradually loses heat from the point it enters the loop to the point it leaves the loop. This can account for some small variations across the floor surface. If a loop or zone is not providing heat, a definable area of the floor will feel cool.

Hydronic in-floor systems transfer heat from a fluid to the surrounding floor systems which in turn radiate the heat to the room. Temperature variations across the floor may be more noticeable if the system has not had a chance to equalize with the floor in which it is contained. Areas of extreme heat loss such as a patio door or large window, can affect the surface temperature of the floor surface near them. In addition, hydronic in-floor heat is not always designed to be installed in (or heat) the entire floor area. For example: behind and beside toilets and in closets or utility rooms.

Damage or imbalances to hydronic floor warming systems caused by adjustments, additions or deletions made by the homeowner are excluded from the warranty.

Notes:

16.21 Condensation forms in crawl space.

Acceptable Performance Condition:

Crawl spaces shall be conditioned or ventilated in accordance with the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Crawlspaces not meeting the acceptable performance condition shall be rectified.

Remarks:

Occasional condensation in itself is not considered abnormal. Typical temporary conditions that may contribute to condensation are:

- Cool air may enter an unheated crawl space and cool the interior surfaces of the space. When outdoor temperatures rise, moisture laden warm air may be carried into the crawl space and condense on the cool surfaces.
- At night in heated crawl spaces, outside air may rapidly cool foundation walls and cool the interior surface on which moisture can condense.
- If the house is left unheated, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space may condense.

Stored materials may obstruct ventilation airflow.

Ventilation requires careful management by the homeowner to maintain acceptable moisture levels.

Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation or humidity levels as may be set out in maintenance documentation provided to the owner is excluded.

Notes:

17 Multi-Unit

17.1 Elevator causes noise/vibration or air movement.

Acceptable Performance Condition:

In multi-family buildings when the elevator is in use, noise/vibrations/air movement is not uncommon.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Notes:

17.2 Overhead garage door causes noise/vibration.

Acceptable Performance Condition:

In multi-family buildings, noise/vibration when the overhead garage door is in use is not uncommon.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Notes:

17.3 Plumbing noise/vibrations are coming from water piping, stand pipes, drain lines, recirculating lines, hot tubs, and toilets, etc.

Acceptable Performance Condition:

With multi-family buildings, noise/vibrations from plumbing, is not uncommon.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Remarks:

See Also:

15.7 Supply and drain pipes are noisy.

Notes:

17.4 Air infiltration is occurring around the unit entrance door from the interior corridor in a multi-family building.

Acceptable Performance Condition:

The entrance doors to units in a multi-family building that are within a heated corridor do not require a barrier against air infiltration.

Warranty Coverage:

This is not a defect.

Claim Response:

None.

Notes:

17.5 Clothes dryer ducting is leaking moisture.

Acceptable Performance Condition:

The dryer ducting system in a multi-family building must be sized and installed in accordance with the Building Code to properly exhaust.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Clothes dryer ducting not meeting the acceptable performance condition shall be rectified.

Remarks:

Moisture can occur in dryer ducting as a result of improper maintenance. Regular maintenance includes cleaning lint traps and exhaust grills.

Damage resulting from maintenance not conducted by the owner in keeping with maintenance documentation provided to the owner by the warranty provider or builder, or from additions, deletions or alterations made by the homeowner is excluded from coverage.

Notes:

17.6 Finished concrete ceilings in high rises are cracked.

Acceptable Performance Condition:

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

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Cracks not meeting the acceptable performance condition shall be rectified.

Where repairs are necessary, colour and/or texture may not match the surrounding finish.

Remarks:

Concrete ceilings naturally crack during curing due to shrinkage.

Actual crack widths shall be determined using a suitable measuring device inserted inside the crack.

Notes:

17.7 Sound is being transmitted through common floor/wall assemblies in multi-family buildings.

Acceptable Performance Condition:

Typical wall/floor assemblies must be constructed to meet minimum standards established by the *Alberta Building Code*.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Wall/floor assemblies not conforming to the acceptable performance condition shall be rectified.

Remarks:

For sound transmission complaints to be considered a defect it must be demonstrated that a wall/floor assembly was not constructed in a manner that meets the minimum *Alberta Building Code* requirements. That sound can be heard through adjacent wall/floor assemblies is, in itself, not evidence that a defect exists.

The *Alberta Building Code* has established the minimum measurable airborne sound transmission standards that must be met. These minimum performance standards are known as Sound Transmission Class Ratings (STC). The wall/floor assemblies listed in the *Alberta Building Code* have been laboratory tested to produce their typical STC Ratings.

There is no provision in the *Alberta Building Code* for exterior noise such as traffic noise. There is also no provision for noise generated by impact such as footsteps, doors slamming or toilet seats banging. Vibration from items such as washing machines, plumbing and closing doors etc. can sometimes cause impact noise. The perception of noise varies with the finishes, draperies, furnishings and background noise in the room in which the listener resides.

Notes:

17.8 Interior concrete block foundation wall is cracked.

Acceptable Performance Condition:

Minor cracks resulting from normal shrinkage are acceptable. Cracks in excess of 1/8 inch (3 mm) in width are considered excessive.

Warranty Coverage:

1 year for defects in materials and labour.

Claim Response:

Concrete block walls exceeding the acceptable performance condition shall be rectified.

Remarks:

Concrete block walls naturally crack during curing due to shrinkage. If water penetration is not an issue, a cosmetic repair for cracks exceeding the performance condition is acceptable. Where lateral or vertical movement is evident, further investigation may be required. The colour and texture of a rectified area may not match the surrounding concrete.

Notes:
