
TARION

Tarion is an independent non-profit organization and not a government organization that watches over the Ontario New Home Warranty Plan, which every new home in Ontario is covered by. They help new homebuyers and builders enrol for warranty coverage. They're also responsible for looking into warranty concerns, as well as building practices. Tarion is in place to ensure and promote the highest standards of construction and development amongst Ontario's developers. The Ontario government, through the Ministry of Consumer Services, has empowered Tarion to regulate Ontario's residential building industry by administering and enforcing the Ontario New Home Warranties Plan Act.

BELOW ARE DIFFERENT WAYS IN WHICH TARION WORKS FOR THE HOMEBUYERS:

- First and foremost, protect consumers when builders fail to fulfil their warranty obligations.
- Tarion educates new home buyers and new home owners about their warranty rights and responsibilities, provides new homeowner information package through the builder,
- Set standards and raise accountability in education, construction performance and customer service.
- Fairly and impartially resolve disputes between homeowners and builders over warranty coverage.
- Ensure new Home Builders and Vendors abide by the ONHWP Act. Promotes and makes sure this standard is met and Builders must demonstrate technical experience, customer service and financial strength in order to receive a license
- Tarion also manage a guarantee that can be provided to new owners in the event of a bankruptcy, or builder refusal.
- It is illegal for a builder to enter into an Agreement of Purchase and Sale or construction contract with a purchaser if the builder is not registered with Tarion.
- It is also illegal to begin construction of a home or condominium without first enrolling it with Tarion. Offenders will be charged by Tarion under the Ontario New Home Warranties Plan Act.
- Investigate and prosecute illegal building and practices, and Tarion mandate is to serve the public interest.
- Tarion has a team of highly qualified investigators who regularly look into vendors and builders who fails to register with them and/or fail to enrol new homes. Baycrest Homes is a member of Tarion in good standing. We embrace their standards, and support all of our homebuyers in accordance with them. For more information on Tarion, your warranty, or your rights as a new homeowner visit Tarion.com

Baycrest Homes is in a good standing with Tarion. Our success is earned by keeping the promise of building a superior product followed up by prompt customer service.

TARION WARRANTY

The Ontario New Home Warranties Plan Act requires every home built in Ontario come with specific warranty protection, coverage and provided by Ontario Builders and last up to seven years and its backstopped by Tarion. Most issues are resolved by the builders without involvement of Tarion, however Tarion will intervene if a builder fails to honour their warranty obligations.

As a new home owner, you will benefit from these protections against any defects in workmanship, materials and Major Structural defects. These warranties begin on the date you take possession of your new home, which can be different than the Closing Date.

As soon as you sign an Agreement of Purchase and Sale with a Builder, your new home is covered under the warranty. The following is a brief summary of your warranty coverage.

30 DAY WARRANTY:

This Warranty covers any items that were listed in the Pre-Delivery Inspection (PDI) form that were yet to be addressed, as well as new items that you have discovered since taking possession of your home.

It is recommended that you must fill out this warranty and submit the 30 Day Warranty form on or about the 25th day after the date of Possession. For example, if your home's date of possession is November 8, 2017 you can submit your 30 days form between November 9, 2017 to December 8, 2017. Submitting you warranty forms on time will ensure you don't lose your warranty rights.

Remember to always submit a copy of your Warranty Form(s) to your builder so he/she can repair or resolve the items Stay in touch with your builder to ensure there are no miscommunications. You should open up e-mail channel with your builder to allow for ease of communication and to provide a record of communications.

Allow the builder access to your home to fix any deficiencies. After you submit a Statutory Warranty Form, your builder has a specific period of time to repair or resolve warranted items. Be sure to provide your builder and tradespeople with access to your home during regular business hours to make any necessary repairs.

Defects in workmanship and materials for a period of two years on electrical, plumbing and heating distribution systems.

Any water penetration through exterior cladding, windows, doors and exterior caulking. Major structural defects for a period of seven years.

ONE YEAR WARRANTY PROTECTION:

Your home's one year warranty protection begins on the date you take possession of the home and ends on the day before the first anniversary date.

- The home is constructed in a workman-like manner and free from defects in material
- Protects against unauthorized substitutions
- The home requires to be fit for habitation
- Protects against Ontario Building Code violations and,
- The warranty is with the home so it remains in effect even if the home is sold.

TWO YEAR WARRANTY PROTECTION:

- Your home's two year warranty protection begins on the date you take possession of the home and ends on the day before the Second Anniversary date.
- The home is free from defects in workmanship and materials for exterior caulking, windows and doors so that the building envelope prevents water penetration.
- Protects against water penetration through the basement or foundation walls
- Protects against defects in materials that affect windows, doors and caulking and defects in work that results in water penetration into the building envelope
- Covers defects in work or materials in the electrical, plumbing and heating delivery and distribution systems
- Covers defects in work or materials that result in the detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding)
- Protects against violations of the Ontario Building Code that affect health and safety and
- Applies for two years, beginning on the home's date of possession.
- Warranties are limited to the requirements established by the Ontario New Home Warranty Plan Act.

SEVEN YEAR WARRANTY PROTECTION (MAJOR STRUCTURAL):

Your home's seven-year warranty protection begins on the date you take possession of the home and ends on the day before the Seventh Year Anniversary date.

A MAJOR STRUCTURAL DEFECT IS DEFINED IN THE ONTARIO NEW HOME WARRANTY PLAN ACT AS:

Any defect in workmanship and materials that results in the failure of a load-bearing part of the home's structure, or any defect in workmanship or materials that adversely affects your use of the building as a home.

The seven year Major structural defects (MSD) warranty includes significant damage due to soil movement, major cracks in basement walls, collapse or serious distortion of joints or roof structure and chemical failure of materials. In addition to the general exclusions, the seven year MSD warranty specifically excludes: dampness not arising from failure of a load-bearing portion of the building; damage to drains or services; and damage to finishes.

Soil movement means subsidence, expansion or lateral movement of the soil not caused by flood, earthquake "acts of God" or any other cause beyond the reasonable control of the builder.

CONDOMINIUM COMMON ELEMENTS

Common elements warranty coverage begins on the date the condominium corporation is registered. And remains in effect until the end of the warranty period, even if the home is sold before the warranty expires. However, there is no warranty coverage for common elements condominiums or the common elements of vacant land condominiums.

Similar to the warranty on condominium units, the builder has a specified time to repair the common element items under warranty. If the builder does not repair or resolve all warranted items listed on the form during the initial repair period, the condominium corporation may contact Tarion and request a conciliation inspection to determine whether the items are warranted. If there are any items Tarion determines to be covered by the warranty, it is the builder's responsibility to correct them. If the builder does not complete the repairs in a specified time period, Tarion will work directly with the condominium corporation to resolve the remaining warranted items.

FOR CONDOMINIUMS, WARRANTY COVERAGE ALSO INCLUDES THE SHARED AREAS OF THE BUILDING, REFERRED TO AS THE COMMON ELEMENTS

For information about what is and is not covered under the statutory warranty for common elements, please consult the Common Element Construction Performance Guidelines.

If you are not sure of what the boundaries are between your unit and the common elements, refer to your Disclosure Statement or your registered Declaration and Description.

WHAT DOES NEW HOME WARRANTY COVER:

Builders in Ontario are deemed to provide statutory warranty coverage as outlined in the Ontario New Home Warranties Plan Act.

The coverage includes:

- Protection for deposits paid for Condominium units up to \$ 20,000 with any excess deposit protected by the Trust provisions of the Condominium Act.
- Protection for deposits for all other new Homes are up to a maximum of \$ 40,000.
- Protection against financial loss for contract homes
- Compensation for delays in closing or occupancy and
- Compensation for delays in closing or occupancy and
- One, Two, and Seven Year warranties for certain construction deficiencies.
- Protection against major structural defects
- Protection against major structural defects
- If the builder goes bankrupt
- The builder fundamentally breaches the Purchase Agreement or
- The purchaser is otherwise legally entitled to rescind the agreement before closing.

THE FOLLOWING MATTERS, CONDITIONS AND/OR ITEMS OR DEFICIENCIES ARE NOT COVERED BY THE STATUTORY WARRANTY.

NORMAL WEAR AND TEAR

- Normal shrinkage of materials that dry out after construction such as nail pops or minor concrete cracking
- Setting of soil around the house or along utility lines (other than subsidence beneath the footings of the home).
- Scuffs and scratches to floor or wall surface caused by moving, decorating and/or day to day use of the home by the homeowner.

DAMAGE CAUSED BY HOMEOWNER ACTIONS:

- Alterations, deletions or additions to the home that were made by the homeowner entering contracts with other trades (such as plumbing, electrical, Heating system, exterior cladding and/or building envelope)
- Changes by the homeowner to the direction of the grading or the slope of the ground.
- Defects in materials, design or work that supplied or installed by the homeowner.
- Damage caused by the homeowners or visitors.
- Damage Caused by Improper Maintenance such as dampness or condensation caused by failure to maintain proper ventilation.

DAMAGE CAUSED BY THIRD PARTY:

- Damage caused by Municipal services or utilities
- Damage caused by floods, "acts of God", of war, riot, insurrection or vandalism
- Damage caused by insects or rodents unless it is the result of construction that does not meet the Ontario Building Code.

SECONDARY DAMAGE CAUSED BY DEFECTS THAT ARE UNDER WARRANTY:

Personal or property damage, such as personal injury, loss of income and other secondary loss associated with warranted defects or repairs. However, your homeowner insurance may cover such secondary or consequential damage.

SUPPLEMENTARY WARRANTIES:

Warranties or agreements provided by the builder over and above the statutory warranties, such matters are between the builder and the homeowner and are not enforced by Tarion.

ELEVATORS:

The seven-year Major Structural Defects (MSD) warranty does not extend to elevating devices.

HVAC/APPLIANCES:

The seven year Major Structural Defects (MSD) warranty does not extend to appliances that form part of the heating or cooling apparatus, equipment or systems, whether for water, air or other substances, including furnaces, air conditions, and heat recovery ventilators.

Homeowner Information Package to be delivered to all homeowners.

These helpful guidelines outline work and materials deficiencies in new homes and residential Condominium units covered under the statutory warranty.