

14. GARAGES AND EXTERIOR

14.1 Garage floor has heaved or settled

Acceptable Performance/Condition

Concrete garage or carport floors shall not heave or settle so as to produce a negative slope into the garage, or in excess of 25 mm (1").

Some minor ponding of water is considered to be normal and acceptable.

Warranty Coverage

12 months

15 months common property

Detached garages, other than those included as common property in strata titled buildings, are excluded.

Claim Response

Concrete garage or carport floors that heave or settle so as to produce a negative slope into the garage that exceeds 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.

Repair may involve modifications to either the garage floor or supporting sub-grade.

14.2 Concrete garage or carport floor is cracked

Acceptable Performance/Condition

Cracks resulting from normal shrinkage or settlement are acceptable. However, crack width or displacement in excess of 6 mm (1/4"), is not acceptable.

Some cracking of concrete floors is not uncommon due to shrinkage and minor settlement.

Actual crack width shall be determined using a suitable measuring device inserted inside the crack.

Warranty Coverage

12 months

15 months common property

Detached garages, other than those included as common property in strata titled buildings, are excluded.

Claim Response

Cracks in excess of the Acceptable Performance/Condition are to be repaired.

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

14.3 No reinforcing in garage slab

Acceptable Performance/Condition

Concrete slabs in garages shall conform to the Building Code.

Unless the slab is specifically intended and designed to be a structural slab and the design is dependent on the use of reinforcing it is not required.

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

Warranty Coverage

10 years for structural defect

Detached garages, other than those included as common property in strata titled buildings, are excluded.

Claim Response

Concrete slabs in garages 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.

14.4 Garage doors do not operate properly

Acceptable Performance/Condition

Provided the garage or carport is attached to the house, overhead garage doors shall manually operate with relative ease and without binding.

An automatic garage door opener supplied and installed by the builder shall:

- operate with relative ease and without binding, and
- not interfere with the emergency manual operation of the door.

The builder is not responsible for the door operation if the homeowner has installed a garage door opener.

Warranty Coverage

12 months

15 months common property

Detached garages, other than those included as common property in strata titled buildings, are excluded.

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.

Claim Response

Garage doors not meeting the Acceptable Performance/Condition are to be repaired.

14.5 Garage doors (vehicular and man-doors) allow entrance of snow or water

Acceptable Performance/Condition

Doors between the garage and the exterior are not required to be weather-stripped and may allow snow and water to enter the garage.

Warranty Coverage

None

Claim Response

None

14.6 Water accumulates on garage floor

Acceptable Performance/Condition

Provided the garage or carport is attached to the house, garage floors shall be constructed in accordance with the Building Code.

Depressions exceeding 12 mm (1/2") within 3,000 mm (10') are unacceptable.

Garage floors should be sloped to drain to the exterior, minor variations in the surface of the floor that may impede immediate drainage are acceptable.

Minor ponding of water is considered to be acceptable.

Closed overhead garage doors, stored materials and debris on the floor may impede drainage to the exterior and such causes are excluded.

Warranty Coverage

12 months

15 months common property

Claim Response

Garage floors not meeting the Acceptable Performance/Condition are to be repaired.

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

14.7 Asphalt or concrete driveway has cracked

Acceptable Performance/Condition

Cracks in driveways in excess of 10 mm (3/8") in width or displacement are not acceptable.

Actual crack width shall be determined using a suitable measuring device inserted inside the crack.

Minor cracks may develop in driveways due to the following situations and are not covered:

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

Warranty Coverage

12 months

15 months common property

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.

Claim Response

Cracks in asphalt or concrete driveways that exceed 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.

14.8 Driveway has settled

Acceptable Performance/Condition

Soil beneath concrete or asphalt driveways must not settle and cause damage to the driveway materials. Cracks in excess of 10 mm (3/8") in width or displacement are not acceptable.

Actual crack width shall be determined using a suitable measuring device inserted inside the crack.

Warranty Coverage

12 months

15 months common property

Claim Response

Concrete or asphalt driveways with cracks that exceed 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.

14.9 Sod/seeding not completed

Acceptable Performance/Condition

None

Warranty Coverage

None

Landscaping is not covered.

Claim Response

None

14.10 Shrubs, trees, plants or sod have died

Acceptable Performance/Condition

None

Warranty Coverage

None

Landscaping is not covered.

Claim Response

None

14.11 Water ponding in surface grading of the site

Acceptable Performance/Condition

Grading around the perimeter of the new home is required to comply with the Building Code.

Directly around the building, the site shall be graded so that water does not accumulate at or near the building after settlement.

Warranty Coverage

12 months

15 months common property

Other than immediately around the perimeter of the building, subsidence of the land or along utility lines, alterations by the homeowner such as landscaping or maintenance not conducted in keeping with maintenance documentation provided to the owner by the warranty provider or builder is excluded.

Claim Response

Site grading not meeting the Acceptable Performance/Condition is to be corrected.

14.12 Settling, heaving or separating of landings or steps

Acceptable Performance/Condition

Stairs and landings supported by a foundation shall not heave, settle, or separate from the main building more than 25 mm (1").

Stairs and landings not requiring a foundation are not included as they are not required to be restricted from movement.

Warranty Coverage

12 months

15 months common property

24 months for Building Code violation resulting in unsafe conditions

Minor damage resulting from normal shrinkage of materials due to drying after construction is not covered.

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.

Claim Response

Stairs and landings supported by a foundation that heaves, settles or separates from the main building and exceeds 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.

14.13 Exterior deck is springy or shaky

Acceptable Performance/Condition

Attached exterior decks shall be designed and installed in accordance with the Building Code.

Warranty Coverage

12 months

15 months common property

24 months for Building Code violation resulting in unsafe conditions

10 years if resulting in structural defect

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.

Claim Response

Decks not meeting the Acceptable Performance/Condition are to be repaired.

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

Seasonal conditions may delay the timing of repairs.

14.14 Exterior deck railing is shaky

Acceptable Performance/Condition

Exterior deck guards shall be designed and installed in accordance with the Building Code.

Under normal use conditions, exterior guards shall be firmly attached to the building.

Warranty Coverage

12 months

15 months common property

24 months for Building Code violation resulting in unsafe conditions

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.

Claim Response

Exterior deck railings and guards not meeting the Acceptable Performance/Condition are to be repaired.

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

Seasonal conditions may delay the timing of repairs.

14.15 Deck board spacing is not uniform

Acceptable Performance/Condition

Deck boards forming the walking surface shall be spaced to provide a generally uniform surface and not present a trip hazard.

Spacing between boards may be adjusted during installation to allow for construction variances.

Warranty Coverage

12 months

15 months common property

Normal shrinkage of materials due to drying after construction is not covered.

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.

Claim Response

Deck boards not meeting the Acceptable Performance/Condition are to be repaired.

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

Seasonal conditions may delay the timing of repairs.

14.16 Exterior wood handrails are rough in finish

Acceptable Performance/Condition

Handrail surfaces shall be smooth to the touch free of slivers, or other surface imperfections that would prevent the handrail from being used.

Small slivers can develop from weathering and can be easily removed by sanding as part of normal home maintenance.

Warranty Coverage

12 months

15 months common property

Damage resulting from normal wear and tear is excluded from coverage.

Claim Response

Handrails not meeting the Acceptable Performance/Condition are to be repaired.

14.17 Exterior deck is out of level

Acceptable Performance/Condition

Exterior decks should slope away from the building to a drain or drainage point.

Deck surfaces that are accessible should not retain water greater than 6 mm (1/4") in depth.

Warranty Coverage

12 months

15 months common property

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.

Claim Response

Exterior deck surfaces that retain water in excess of 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.

14.18 Twisting of open-end beams

Acceptable Performance/Condition

Twisting of visible open-end beams in excess of 20 mm (3/4") from plumb is not acceptable.

An open-end beam is a wood beam whose end does not abut another framing member or that terminates in open air.

Minor twisting is primarily an aesthetic concern rather than a structural problem.

Warranty Coverage

12 months

15 months common property

Minor twisting resulting from normal shrinkage caused by drying after construction is excluded from coverage.

Claim Response

Open-end beams not meeting the Acceptable Performance/Condition must be rectified.

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

14.19 Exterior concrete slabs, driveway or front entry landing/stairs has cracked**Acceptable Performance/Condition**

Cracks other than at control joints, which are greater than 10 mm (3/8") in width or where the vertical displacement exceeds 10 mm (3/8"), are not acceptable.

Warranty Coverage

12 months

15 months common property

Damage resulting from normal shrinkage of materials caused by drying after construction, improper maintenance, normal wear and tear or alterations, deletions, or additions made by the owner is not covered.

Claim Response

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

Repairs may include lifting, patching or applying a topping. The colour and texture of a repaired area may not match the surrounding concrete.

The condition is warranted where there is a demonstrated defect in work or material supplied by the builder. Cracks may develop in driveways due to environmental conditions, soil settlement, de-icing chemicals, or shrinkage of the asphalt or concrete, and are not warranted in those situations. Heavy loads from large vehicles can damage driveways.

Sidewalks and patios are excluded from statutory warranty coverage.

14.20 Spalling, chipping, powdering, scaling or other surface defects on exterior concrete

Acceptable Performance/Condition

Spalling, chipping, powdering or scaling of an area in excess of 4 sq meters or 15 % of the entire concrete surface area is not acceptable.

Warranty Coverage

12 months

15 months common property

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.

Claim Response

Where defective installation or product does not meet the Acceptable Performance/Condition the concrete surface shall be repaired.

Repairs may include patching or applying a topping. The colour and texture of a repaired area may not match the surrounding concrete.