Builder Bulletin 50

The Repair Warranty and Repair Agreements

What this bulletin is all about

The regulations to the *Ontario New Home Warranties Plan Act* (the “Act”) have been amended by adding a repair warranty and rules regarding the use of repair agreements.[[1]](#footnote-1)

This bulletin outlines the rules and guidelines that apply to builders[[2]](#footnote-2) and homeowners[[3]](#footnote-3) regarding repair work (repair warranty) and agreements regarding repairs (repair agreements). Information from this bulletin can also be found in the [Homeowner Information Package](http://www.tarion.com/Resources/hip/Pages/default.aspx).

**Builders are required to provide a one-year repair warranty on any remedial work they do in a home. Tarion will backstop that warranty where the item is reported to Tarion on a statutory warranty form (30-Day, Year-End, Second-Year or Major Structural Defect Form) within the applicable timelines, and Tarion assesses the repair as warranted.**

Repair Warranty

If a builder does repairs to an item properly submitted to Tarion on a statutory warranty form, those repairs must be done in a workmanlike manner, free from defects in materials and in accordance with the Ontario Building Code. This warranty applies where: (i) the builder has made a repair to an item properly submitted to Tarion on a statutory warranty form, (ii) the homeowner feels that the repair has failed and (iii) the customer service standard (“CSS”) timelines set out in [Builder Bulletin 42 – Customer Service Standard](http://www.tarion.com/New-Home-Builders/Policies-and-Guidelines/Builder%20Bulletins/BuilderBulletin42CSSMar1009FINAL.pdf) and [Builder Bulletin 49](https://www.tarion.com/New-Home-Builders/Policies-and-Guidelines/Builder%20Bulletins/b49final_june3.pdf) – Claims Process, [Condominium Common Elements](http://www.tarion.com/Warranty-Protection/Pages/Condominium%20Common%20Elements%20Coverage.aspx) with respect to the statutory warranty form listing the item have elapsed.

**This repair warranty is effective from the date the repair is completed for a period of one year or the remaining length of the underlying warranty applicable to the item, whichever period is longer.**

Repair Warranty Claims Process

**When to Use the Repair Warranty Claims Process**

A homeowner can initiate the repair warranty claims process if they feel a builder repair has failed on an item and the request for conciliation timeframe on the original statutory warranty form listing the item has elapsed.

If the request for conciliation timeframe on the statutory warranty form has not elapsed, the homeowner should notify their builder of the failed repair and, if necessary, request conciliation under the regular CSS process to have the repair assessed by Tarion.

**How to Start the Repair Warranty Claims Process**

If a repair fails, homeowners are encouraged to notify their builder right away, work with the builder directly to resolve the issue, and start the repair warranty claims process through Tarion, if necessary. To start the repair warranty claims process, the homeowner must submit a Repair Warranty Form to Tarion and their builder. The homeowner must list on this form the item(s) they feel has not been properly repaired, cross-referenced to the statutory warranty form where the item(s) was originally reported to Tarion. This form must be submitted to Tarion within one year from the date the repair on the item(s) was completed or the remaining length of the underlying warranty applicable to the item(s), whichever period is longer.

**On the Repair Warranty Form, the homeowner must list the item(s) they feel have not been properly repaired, cross-referenced to the statutory warranty form where the item was originally reported to Tarion.**

**Builder Repair Period**

Once the Repair Warranty Form is submitted, the builder will be given a repair period to do further repairs or otherwise resolve any items covered by the statutory warranties. For freehold homes and condo units, the repair period will be 30 days. For common elements, the repair period will be 90 days. The homeowner must provide reasonable access to the builder during this timeframe as described in [Builder Bulletin 42](https://www.tarion.com/New-Home-Builders/Policies-and-Guidelines/Builder%20Bulletins/BuilderBulletin42CSSMar1009FINAL.pdf) – Customer Service Standard and [Builder Bulletin 49 – Claims Process, Condominium Common Elements](https://www.tarion.com/New-Home-Builders/Policies-and-Guidelines/Builder%20Bulletins/b49final_june3.pdf).

If the builder requires additional time beyond the applicable 30-day/90-day repair period (e.g., for seasonal or complex repairs), the builder must notify Tarion as soon as possible within the repair period to request an extension.[[4]](#footnote-4) Tarion will, in its sole discretion, determine whether or not to grant the request and will notify the builder and homeowner of its decision.

There may also be circumstances in which Tarion will shorten the repair period (e.g., health/safety issues). Tarion will advise the builder and homeowner of the shortened timelines in such circumstances.

**Repair Conciliation**

If the builder does not repair or resolve all of the warranted items listed on the Repair Warranty Form during the repair period, the homeowner may request a conciliation by contacting Tarion. For freehold homes and condominium units, the homeowner must contact Tarion at any time within the 30 days following the 30-day repair period. For common elements, the homeowner must contact Tarion at any time within the 60 days following the 90-day repair period. Tarion encourages homeowners and builders to continue to work together to resolve warranted items during this time period.

When the homeowner requests conciliation, Tarion will schedule a conciliation inspection appointment with the homeowner and invite the builder. Tarion will conduct the repair conciliation inspection, following its usual conciliation process, and issue a Warranty Assessment Report to the homeowner and builder within the 30-day period that begins on the 30th day after the request for conciliation was made. The Warranty Assessment Report will contain Tarion’s assessment of whether any item(s) on the Repair Warranty Form is warranted or not. If the homeowner cancels the conciliation, the item(s) will be deemed to be resolved/withdrawn.

The homeowner will pay the prescribed conciliation deposit when requesting the conciliation and, if any of the item(s) on the Repair Warranty Form is assessed as warranted, the deposit will be refunded. If the item(s) is assessed as not warranted, the deposit will not be refunded. Please note that, if a conciliation deposit was already paid with respect to the original statutory warranty form containing the disputed item(s), no further deposit will be required.

If Tarion determines that at least one item is warranted, the repair warranty conciliation will be chargeable to the builder unless an exception(s) to chargeability applies, as set out in [Builder Bulletin 20 – How Chargeability is Determined and Applied](http://www.tarion.com/About-Tarion/Public-Consultations/Documents/BB20%20June%201%202015.pdf). In these cases, the builder will pay a prescribed conciliation fee. Please refer to [Builder Bulletin 20 – How Chargeability is Determined and Applied](http://www.tarion.com/About-Tarion/Public-Consultations/Documents/BB20%20June%201%202015.pdf) for more information on chargeable conciliations.

Tarion will proceed to resolve the warranted item(s) directly with the homeowner. Tarion may pay compensation to the homeowner or in its discretion arrange for the repairs. Tarion will invoice the builder for the amount of the compensation or repair costs, plus an administration fee of 15 percent and applicable taxes. Tarion will also update its website (Ontario Builder Directory) to reflect the paid claim on the builder’s record.

**Scenarios/Examples**

Here is how the repair warranty works. It differs depending on whether the disputed item was assessed by Tarion at a conciliation held on the original statutory warranty form:

1. Conciliation is held

In this scenario, Tarion determines whether a disputed item on the original statutory warranty form is warranted or not and issues a Warranty Assessment Report. The builder will be required to repair or resolve the warranted items within the applicable post-conciliation timeframe. If the builder does repairs, those repairs must be done in a workmanlike manner, free from defects in materials and in accordance with the Ontario Building Code. This repair warranty is effective from the date the repair is completed for a period of one year or the remaining length of the underlying warranty applicable to the item, whichever period is longer.

Example: Foundation water leak is reported on a 30-Day Form. The builder does not take any action. Following a conciliation, Tarion assesses the item as warranted and the builder makes repairs in the post-conciliation period. The repairs are warranted until expiry of the second year warranties since foundation water leaks are covered for two years. If the repairs fail within that timeframe, the homeowner can submit a Repair Warranty Form to initiate the repair warranty claims process.

It is also possible that a disputed item will be assessed as not warranted because it has been (apparently) properly repaired. However, if that repair later fails within one year from the repair completion date or the expiry of the underlying warranty, whichever period is longer, the homeowner may submit a Repair Warranty Form and request a repair conciliation to re-assess that item.

1. Conciliation is either not requested or is cancelled at the homeowner’s request

In this scenario, Tarion does not have an opportunity to assess the items listed on the statutory warranty form. These items are deemed withdrawn/resolved. However, if a builder repair to one or more of the items listed on the form subsequently fails, the homeowner may submit a Repair Warranty Form within one year from the repair completion date for that item or the expiry of the underlying warranty, whichever period is longer.

Example: A cracked tile was noted on the Pre-Delivery Inspection form and reported to Tarion on the Year-End Form. The builder does repairs in the builder repair period and the issue appears resolved so the homeowner does not request a conciliation. Two months after the repairs are done, the crack reoccurs on the same tile. The homeowner can submit a Repair Warranty Form to initiate the repair warranty claims process.

This example is represented visually at the end of this Bulletin, before Appendix A.

Multiple Repair Attempts on Same Item

Tarion encourages builders and homeowners to work together to resolve disputes over deficiencies. However, some repairs are more complex than others and there may be situations where a builder may make repeated attempts to repair the same item. In such cases, where those repairs fail, the homeowner or builder may request Tarion’s assistance. Tarion has the discretion to intervene in such circumstances and may include taking any of the following actions:

* Reviewing the scope of previous repairs
* Asking the builder to provide a plan for next repair steps
* Allowing the builder to proceed with the proposed plan
* Requiring the builder to hire experts
* Extending or shortening repair timeframes
* Taking over the claim and resolving it directly with the homeowner (and invoicing the builder for the costs)

Common Element Claims – Special Considerations

Because there is an 18-month initial builder repair period for common element claim items reported within the first year (see [Builder Bulletin 49 – Claims Process, Condominium Common Elements](https://www.tarion.com/New-Home-Builders/Policies-and-Guidelines/Builder%20Bulletins/b49final_june3.pdf)), there may be instances where the repair warranty coverage will expire before the builder repair period has elapsed. For example, where a builder does repairs early in the 18-month repair period, the one year repair warranty will expire before the request for repair conciliation timeframe. In these instances, if the repair fails, the homeowner will still have a right to request conciliation on the item under the regular CSS process – in other words, the repair warranty does not override existing rights under the regular CSS process.

Determination of Repair Warranty Start Date

Builders are required to track repairs to all items listed on a statutory warranty form. They may use their own tracking system or the sample form attached as Appendix A.

The repair warranty start date will be the day the repair is completed and the onus is on the builder to establish this date. If the builder cannot establish the repair completion date or the repair completion date is in dispute, Tarion will determine the date according to the information provided by the parties and relevant timelines.

Example: The disputed item is reported on a 30-Day Form. The item is repaired within the 120-day builder repair period and no conciliation is requested. The homeowner later submits a Repair Warranty Form. The builder states that the item was repaired on the 10th day of the repair period but the homeowner states that the repair was completed on the 100th day of the repair period. Since it is the builder’s onus, the builder must provide documentation to substantiate the repair date. If the builder cannot do so Tarion may use the homeowner’s date as the repair completion/repair warranty start date.

Homeowner Responsibilities

Homeowners must ensure that construction defects are reported on a statutory warranty form and are submitted to Tarion within the appropriate timeframe. If the homeowner feels that a builder repair to those reported defects has failed and the homeowner’s request for conciliation timeframe has elapsed, the homeowner can submit a Repair Warranty Form to Tarion and the builder. This form must be submitted within one year from the date the repair was completed or the remaining length of the underlying warranty applicable to the item, whichever period is longer, or the item will be deemed resolved/withdrawn.

The homeowner must allow the builder reasonable access for the 30-day or 90-day repair period following submission of the Repair Warranty Form.

Please refer to [Builder Bulletin 20 – How Chargeability is Determined and Applied](http://www.tarion.com/About-Tarion/Public-Consultations/Documents/BB20%20June%201%202015.pdf) for additional homeowner responsibilities in connection with repairs and access for repairs.

Builder Responsibilities

Since the onus is on the builder to accurately establish the repair completion date/repair warranty start date, the builder is required to maintain a system for tracking repairs for all items listed on a statutory warranty form. The builder’s tracking method may include confirmation emails to homeowners, written documentation, tracking software, the Performance Audit Tracking Site (PATS) or other reliable and accurate methods.

Please refer to [Builder Bulletin 20 – How Chargeability is Determined and Applied](http://www.tarion.com/About-Tarion/Public-Consultations/Documents/BB20%20June%201%202015.pdf) for additional builder responsibilities in connection with repairs.

Items Placed Under Investigation

If, at the time of the repair conciliation, Tarion is not able to determine whether an item is warranted, the item may be put under investigation and a second inspection or desk assessment may be necessary. This is considered a continuation of the initial repair conciliation.

Please refer to [Builder Bulletin 20 – How Chargeability is Determined and Applied](http://www.tarion.com/About-Tarion/Public-Consultations/Documents/BB20%20June%201%202015.pdf) for the chargeability consequences in this scenario.

Extraordinary Circumstances

If a builder is faced with extraordinary circumstances that prevent resolution of a claim during the builder repair periods, the builder should follow the procedures in [Builder Bulletin 42 – Customer Service Standard](https://www.tarion.com/New-Home-Builders/Policies-and-Guidelines/Builder%20Bulletins/BuilderBulletin42CSSMar1009FINAL.pdf) and [Builder Bulletin 49 – Claims Process, Condominium Common Elements](https://www.tarion.com/New-Home-Builders/Policies-and-Guidelines/Builder%20Bulletins/b49final_june3.pdf) to determine if the circumstances are appropriate for Tarion to exercise its discretion to extend repair periods. Examples of extraordinary circumstances include industry or region-wide shortages of material and significant labour interruptions.

The repair conciliation would then occur at the end of any extended repair period. Please see [Builder Bulletin 42 – Customer Service Standard](https://www.tarion.com/New-Home-Builders/Policies-and-Guidelines/Builder%20Bulletins/BuilderBulletin42CSSMar1009FINAL.pdf) and [Builder Bulletin 49 – Claims Process, Condominium Common Elements](https://www.tarion.com/New-Home-Builders/Policies-and-Guidelines/Builder%20Bulletins/b49final_june3.pdf) for more information about extraordinary circumstances.

Repair Agreements

From time to time builders and homeowners enter into agreements on their own relating to the repair or other resolution of items that may fall within the statutory warranties.

Builders and homeowners may continue to do so provided they use Tarion’s form of repair agreement. For freehold homes and condominium units, they must use the form attached as Appendix B. For common elements, they must use the form attached as Appendix C. This will allow builders and homeowners to ‘suspend’ timelines with respect to items properly reported to Tarion on a statutory warranty form. If the items are not repaired by the deadline referenced in the repair agreement, the homeowner must request conciliation within the timeframe set out in the repair agreement. Tarion will then reinstate the statutory timelines and the conciliation and claims process will proceed with respect to the non-repaired items. If the homeowner does not request a conciliation within the appropriate timeframe, the items referenced in the repair agreement are deemed to be resolved/withdrawn.

The repair agreement would have to be signed by the homeowner and builder and submitted by the builder to Tarion before expiry of the timeframe for requesting a conciliation. Tarion will sign the Acknowledgment at the bottom of the agreement and return a copy to each of the parties.

 **Appeal Rights**

A homeowner who disagrees with Tarion’s determination of warrantability may appeal Tarion’s decision to the Licence Appeal Tribunal. The appeal must be made within 15 days of receipt of the Decision Letter. Please refer to the [Licence Appeal Tribunal website](https://www.sse.gov.on.ca/lat/english/Pages/default.aspx) for further information on the appeal process.

A builder who disagrees with Tarion’s determination of warrantability or chargeability in a Warranty Assessment Report may be eligible to request an arbitration under the Builder Arbitration Forum. For full eligibility requirements and other information, please refer to [Builder Bulletin 41 – Builder Arbitration Guidelines](http://www.tarion.com/New-Home-Builders/Documents/BAF%20Documentation/New%20Effective%20Oct.%2031-2013%20Documents/BB41%20%28Revised%29%202013%20%284%29.pdf).

Signed

Howard Bogach

Registrar

Example – Repair Warranty Claims Process

This example illustrates the repair warranty claims process that would apply for an item originally submitted on a Year-End Form where the repair failed after the request for conciliation timeframe on the Year-End Form expired.

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| --- | --- | --- | --- |
|  | **30 Days** | **120 Days** |  **30 Days** |
| **DOP****Feb. 2, 2016** | Homeowner maysubmit year-end formJan. 3, Feb. 2,2017 2017 | Initial builder repair periodFeb. 3, June 3,2017 2017 | Homeowner mayrequest conciliationJune 4, July 4,2017 2017 |
|  |  |  |  |
|  | Jan. 15, 2017Homeowner submits year-end list on time | Builder makes repairsto tile on May 21, 2017 | Homeowner doesnot request conciliation |

Cracked tile listed on Year-End Form repaired on May 21, 2017 fails 2 months later, on July 21, 2017.

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| Homeowner may submit Repair Warranty Form anytime between July 21, 2017 & May 21, 2018 |
|  |

Homeowner submits repair warranty form on July 25, 2017

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| **30 Days** | **30 Days** |
| Builder pre-conciliationrepair periodJuly 26, Aug. 25,2017 2017 | Homeowner may requestconciliationAug. 26, Sept. 25,2017 2017 |

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 Homeowner requests conciliation within timeframe

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| **30 Days** |  |
| Conciliation processSept. 26, Oct. 26,2017 2017 | If required, Tarion settles claim with homeowner |

1. The homeowner may submit a Year-End Form in the 30-day period prior to the first year anniversary of the date of possession of the home, which is anytime between January 3, 2017 and February 2, 2017, inclusive. The homeowner in our example submits the Year-End Form on January 15, 2017. One of the items listed is a cracked tile, which was also listed on the Pre-Delivery Inspection form.
2. The builder repairs the tile within the builder repair period, on May 21, 2017. The homeowner does not request conciliation and the request for conciliation period expires on July 4, 2017.
3. The crack re-occurs in the tile on July 21, 2017. The homeowner must advise the builder and may trigger the repair warranty claims process by submitting a Repair Warranty Form to the builder and Tarion between July 21, 2017 and August 25, 2017. In our example, the homeowner submits a Repair Warranty Form on July 25, 2017.
4. The builder has 30 days after the date the Repair Warranty Form is submitted (from July 26, 2017 to August 25, 2017) to make further repairs or otherwise resolve the issue.
5. If the homeowner is not satisfied with the builder’s attempts, they may request a conciliation at any time in the 30-day period that begins on August 26, 2017 and ends on September 25, 2017.
6. If a conciliation is requested, Tarion will schedule it with the homeowner and invite the builder. If the claim item(s) is warranted, Tarion will proceed to settle the claim with the homeowner and invoice the builder for the cost(s), plus an administrative fee of 15% and applicable taxes.

Appendix A

Sample Repair Tracking Form

*Note: This is only a sample form and is not mandatory. The builder’s tracking method may include confirmation emails to homeowners, written documentation, tracking software, the Performance Audit Tracking Site (PATS) or other reliable and accurate methods.*

Home Enrolment Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Statutory Warranty Form Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_\_\_

Case Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| Item # (from statutory warranty form) | Date of repair | Description of repair | Homeowner initial[[5]](#footnote-5)  |
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Appendix B

**Repair Agreement – Freehold/Condo Unit**

**Between:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Builder”)

**And:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Homeowner”)

**RE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [home address]

The parties agree to allow the Builder more time to make repairs to/resolve certain items on the following terms and conditions:

1. The Homeowner has submitted a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[specify form]** on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[specify date]** (the “Statutory Warranty Form”) to Tarion Warranty Corporation (“Tarion”).
2. The items listed in Schedule “A” to this agreement (the “Outstanding Items”), were listed on the Statutory Warranty Form and have not yet been resolved. The Builder has agreed to repair or resolve the Outstanding Items by the Repair Deadline of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[specify date]**.
3. If the Repair Deadline passes and the Homeowner is not satisfied with the Builder’s efforts, the Homeowner can request a conciliation on any/all of the Outstanding Items, so long as that request is made to Tarion within 30 days after the Repair Deadline – i.e., between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[date]** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[date]** (the “Conciliation Request Timeframe”).
4. If the Homeowner does not contact Tarion within the Conciliation Request Timeframe to request a conciliation, the Homeowner will be deemed to have withdrawn all warranty claims for the Outstanding Items, (i.e., the statutory warranties will no longer apply to the Outstanding Items).
5. This agreement to extend the time to repair or resolve the Outstanding Items:
6. is not an acknowledgment that the Outstanding Items are warranted under the *Ontario New Home Warranties Plan Act,* and warrantability can only be determined by Tarion if the conciliation takes place; and
7. does not add to or take away from the Homeowner’s statutory warranty rights as long as the Homeowner requests conciliation within the Conciliation Request Timeframe.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **[Homeowner]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:  | **[Builder]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title:I/we have authority to bind the Corporation. |

**Acknowledgement**

Tarion acknowledges the above agreement and exercises its discretion to extend or abridge statutory timelines to accommodate this agreement.

**TARION WARRANTY CORPORATION**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

**Schedule “A” to Repair Agreement**

Home Enrolment Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Statutory Warranty Form Type:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Case Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List of Outstanding Items:

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| Item # | Room/Location | Description |
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| **[Homeowner]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: | **[Builder]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title:I/we have authority to bind the Corporation. |

**Appendix C**

**Repair Agreement – Common Elements**

**Between:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Builder”)

**And:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Condominium Corporation”)

**RE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [condominium project address]

The parties agree to allow the Builder more time to make repairs to/resolve certain items on the following terms and conditions:

1. The Condominium Corporation has submitted a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[specify form]** on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[specify date]** (the “Statutory Warranty Form”) to Tarion Warranty Corporation (“Tarion”).
2. The items listed in Schedule “A” to this agreement (the “Outstanding Items”), were listed on the Statutory Warranty Form and have not yet been resolved. The Builder has agreed to repair or resolve the Outstanding Items by the Repair Deadline of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[specify date]**.
3. If the Repair Deadline passes and the Condominium Corporation is not satisfied with the Builder’s efforts, the Condominium Corporation can request a conciliation on any/all of the Outstanding Items, so long as that request is made to Tarion within 30 days after the Repair Deadline – i.e., between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[date]** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[date]** (the “Conciliation Request Timeframe”).
4. If the Condominium Corporation does not contact Tarion within the Conciliation Request Timeframe to request a conciliation, the Condominium Corporation will be deemed to have withdrawn all warranty claims for the Outstanding Items, (i.e., the statutory warranties will no longer apply to the Outstanding Items).
5. This agreement to extend the time to repair or resolve the Outstanding Items:
6. is not an acknowledgment that the Outstanding Items are warranted under the *Ontario New Home Warranties Plan Act,* and warrantability can only be determined by Tarion if the conciliation takes place; and
7. does not add to or take away from the Condominium Corporation’s statutory warranty rights as long as the Condominium Corporation requests conciliation within the Conciliation Request Timeframe.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **[Condominium Corporation]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title: I/we have authority to bind the Corporation. | **[Builder]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title:I/we have authority to bind the Corporation. |

**Acknowledgement**

Tarion acknowledges the above agreement and exercises its discretion to extend or abridge statutory timelines to accommodate this agreement.

**TARION WARRANTY CORPORATION**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

**Schedule “A” to Repair Agreement**

Home Enrolment Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Statutory Warranty Form Type:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Case Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**List of Outstanding Items:**

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| Item # | Room/Location | Description |
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| **[Condominium Corporation]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title: I/we have authority to bind the Corporation. | **[Builder]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title:I/we have authority to bind the Corporation. |

1. See Regulation ● 2016. If there is any conflict or inconsistency between this Bulletin and Regulation ●, the Regulation prevails. [↑](#footnote-ref-1)
2. In this document, “builder” refers to both “vendor” and “builder” as they are defined in the Act. [↑](#footnote-ref-2)
3. For dwelling units, “homeowner” is the person acquiring the dwelling, and for common elements, “homeowner” is the condominium corporation [↑](#footnote-ref-3)
4. The builder also has the option of entering into a repair agreement with the homeowner. [↑](#footnote-ref-4)
5. 1 This is confirmation that the described repair was done on the stated repair date. It is only for the purpose of confirming the repair completion/repair warranty start date for the item and does not signify acceptance that the repair is proper/adequate. [↑](#footnote-ref-5)