

# Homeowners Guide



Welcome to your new Queensway Park home.

We have put together this guide as a quick reference complete with information that will answer questions you may have about living in a condominium and your particular unit at Queensway Park.

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# A. IMPORTANT CONTACTS

## CONCIERGE

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The primary function of the Concierge is to:

- Control the flow of vehicular and pedestrian traffic into the building
- Monitor the cameras located throughout the parking areas and other common areas
- Attend to emergencies
- Respond to resident requests for information and assistance
- Assist with elevator bookings and move-ins/outs
- Assist with deliveries, visitor parking, booking amenities, and accepting small parcel deliveries (only non-perishable items).

More information on Queensway Park's Concierge service is set out in Section C.2.8.

Concierge
T 416.503.4806

## PROPERTY MANAGER

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You should contact the Property Manager to deal with such issues as:

- Cleanliness and maintenance of the common areas
- Malfunctioning of such things as the garage doors, garbage chutes or recycling systems
- Building security and access issues
- Concierge issues
- Fire alarm malfunctioning
- Broken pipes or plumbing problems

- Noise issues with neighbours, where they cannot be settled privately
- Collection of monthly common element fees.

Queensway Park Property Manager
<b>ICON Property Management</b> T 416.259.2323 E ola@iconpm.ca

ICON Property Management
<b>Head Office</b> T 416.236.7979

## BUILDING EMERGENCIES

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In the event of an emergency, such as water leakage or any urgent deficiency that could cause damage or harm, please contact the Property Manager immediately. During off-hours you should contact the emergency service department of the appropriate utility and/or the Property Manager by way of this emergency number.

For all medical emergencies, call 911.

ICON Property Management
<b>Emergency Line</b> T 416-201-3887

## CUSTOMER SERVICE

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Please address all in-suite Tarion deficiency claims and warranty items to our Customer Service Representative.

More information on Customer Service is set out in Part E.

### Customer Service Office

**T** 647.244.6207

**E** customerservice@queenswaypark.ca

### DEVELOPER

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Urban Capital is the developer of Queensway Park and has sold your unit to you. If you have any questions with respect to the purchase of your unit or the terms of your purchase agreement, please contact our head office Customer Service.

### Urban Capital Head Office Customer Service

**T** 416.304.0431 Ext. 282

**E** customerservice@urbancapital.ca

### BOARD OF DIRECTORS

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The condominium's Board of Directors is responsible for enforcing the Declaration, By-laws and Rules of the condominium as well as general affairs and owner concerns in the building. The Board will consist of owners who volunteer and are elected during the turnover meeting, which will be held approximately two months after the building is registered.

To contact the Board of Directors, please send all correspondence through the Property Manager.

Board of Directors

Contact the Board of Directors via the Property Manager

# B. CONDOMINIUM 101

## B.1 WHAT IS A CONDOMINIUM?

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The term “condominium” typically refers to a form of legal ownership, rather than a particular type of building. Condominiums are most often thought of as high-rise residential buildings, but they can also be townhouse complexes, low-rise residential buildings and even commercial complexes.

Condominium ownership consists of two parts. The first part is a collection of private dwellings called “units”. Each unit is owned by and registered in the name of the purchaser of the unit. The second part consists of the “common elements” of the building that may include lobbies, hallways, elevators, recreational facilities, walkways, gardens, etc. Common elements may also include structural elements and mechanical and electrical services. The ownership of these common elements is shared amongst all the individual unit owners, as is the cost of their operation, maintenance and ongoing replacement.

Each unit owner has an undivided interest in the common elements of the building. This undivided interest is usually expressed as a percentage equal to the size or value of the unit in question compared to the total size or value of all of the units in the condominium. This percentage determines your ownership percentage in the common elements as well as the monthly fees that you must pay towards their upkeep and renewal.

## B.2 WHAT IS THE PROCESS TO CLOSE MY CONDOMINIUM PURCHASE?

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There are four basic steps to registering your condominium and closing your purchase.

### STEP 1: OCCUPANCY (INTERIM CLOSING)

You first take possession or “occupancy” of your unit when it is ready to be occupied. Prior to this time we will have notified you of your Confirmed Occupancy Date and you will have attended your Pre-Delivery

Inspection (PDI) (more on this later).

At the time you take occupancy of your unit it is most likely that the condominium will not yet have been “registered” (more on that later), so we cannot transfer legal title of your unit to you (as the title has not yet been created).

So, instead of paying us the balance of your purchase price, you are required to pay a monthly Occupancy Fee (similar to rent), which consists of three elements:

1. Monthly Condominium Fees
2. Estimated Monthly Realty Taxes
3. Monthly Interest Component on the balance of your purchase price (i.e. just the interest component, not any principal repayment).

Approximately ten days prior to your Occupancy Date, we will provide your solicitor with the specific calculation of the above amounts, and you will provide us (again through the solicitors) with a series of post-dated cheques.

Please note that your “Occupancy Date” is not the same as your move-in date. Your Occupancy Date is the date on which your Interim Closing takes place, an action involving your and our solicitors, while your move-in date is the date you actually move into your unit.

### STEP 2: CONDOMINIUM REGISTRATION

A condominium is formally created when it is “registered” with the provincial registry or land titles office. Once all the units and common elements within the building are “substantially completed” (a technical term certified by our architects), the condominium registration process begins. This process is initiated when we submit plans and paperwork to the proper governmental authorities.

The condominium’s Declaration and Description are ultimately registered in the Land Titles Office, following approval of these documents by the authorities.

At the time the condominium is “registered” the original property that existed before registration is legally divided into individual condominium units plus the common elements. Because no title has yet transferred to any individual purchaser, at this point the developer still owns the property, although now in the form of individual condominium units (together with the common elements), rather than one undivided parcel of land.

It is the developer’s responsibility to manage the condominium registration process, and we will notify you within 30 days of the building’s registration. The entire process may take several months following your Occupancy (Interim Closing).

### **STEP 3: UNIT TRANSFER (FINAL CLOSING)**

The Unit Transfer Date, or Final Closing Date, is the date upon which you receive title to your unit, and occurs approximately four weeks after the condominium has been registered. We will give your solicitor notice of the actual Unit Transfer Date. All units in the building typically close on the same Unit Transfer Date.

On the Unit Transfer Date, your purchase and sale transaction with us is “closed”. The closing is based on a statement of adjustments that our lawyers prepare. This Statement of Adjustments accounts for outstanding occupancy fees, realty taxes, warranty fees etc. as provided for in your sales contract. At this time, your lawyer will receive a deed/transfer of title to your home (for ultimate registration), in exchange for your payment of the outstanding balance of the purchase price. This outstanding balance can either come from a final cash payment or from a bank that is providing you with your mortgage.

It is your responsibility to make all arrangements with your bank and lawyer and be prepared to close your purchase on the Unit Transfer Date. Any post-dated interim occupancy cheques recorded and not cashed will be voided on this day.

### **STEP 4: TURNOVER**

Once the unit transfers have taken place, a Board of Directors, elected by and generally made up of the individual condominium owners and occupiers, takes responsibility for the management of the corporation’s

business affairs. A Turnover Meeting is called where this transfer of responsibility (from the developer to the newly elected Board) takes place. This turnover meeting typically happens a couple of months after the Unit Transfer Date and you will be advised of the date by the Property Manager.

## **B.3 WHAT DO I OWN WHEN I BUY A CONDOMINIUM?**

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When you purchase a condominium, you own your unit, as well as the specific percentage allocated to the unit of the common elements. The boundaries of each individual unit and the percentage of common elements you own may vary from condominium to condominium, depending on how they are specified in the condominium’s governing documents. The boundaries of your condominium unit are an important consideration, particularly if you plan to undertake any alterations or renovations. The unit typically includes any equipment, systems, finishes, etc. that are contained only in the individual unit.

Components of building systems that serve more than one unit, such as structural elements and mechanical and electrical services, are often considered part of the common elements, particularly when they are located outside of the unit boundaries specified in the condominium’s governing documents.

There may be some parts of the condominium complex that are called “exclusive use common elements.” They are outside the unit boundaries, but for the exclusive use of the owner of a particular unit. Balconies and terraces are common examples of exclusive use common elements. While these spaces are exclusive to your use, there may be restrictions on how and when you can use them. Your condominium documents will spell out your unit boundaries, what are considered common elements, and what are considered exclusive use common elements.



## **B.4 WHAT RULES AND RESTRICTIONS MIGHT I ENCOUNTER IN A CONDOMINIUM?**

Every condominium is governed by its own set of rules, regulations and by-laws. These are necessary to ensure that condominiums are properly operated and maintained, and also to define the rights and obligations of the individual owners. With respect to the latter, condominiums may have restrictions regarding the number of occupants per unit, pets, noise, parking, and when certain amenities may be used. Many condominiums have rules concerning the alteration of the unit space or its appearance. For example, Queensway Park's rules limit what colour and type of blinds you may install in your unit (black backed sunshades must be used for consistency), and what you can store on your balcony, in order to maintain a consistent look of the exterior of the building.

The rules of your condominium are outlined in the condominium's governing documents, principally the Declaration and Disclosure Statement. Drafts of these two documents were provided to you upon your original purchase, and the final form will be provided to your solicitor as part of your closing process.

If you have questions or are uncertain of these condominium rules and regulations, contact your solicitor or the Property Manager.

## **B.5 WHAT'S INCLUDED IN MY CONDO FEES?**

Unit owners pay a monthly condominium fee to cover their portion of the operating expenses of the common elements. A portion of this fee is allocated to the Reserve Fund that is created to ensure that there are sufficient funds available for major repairs and replacements over the life of the building. Condominium fees are typically calculated based on the annual operating cost of the entire condominium, and then multiplied by each unit's percentage ownership.

Condominium fees may include:

- Day-to-day care and upkeep of the common elements (e.g. snow removal, landscaping, cleaning of the common elements including carpets and non-accessible exterior windows, heating/cooling system maintenance)
- Contributions to the Reserve Fund, which is used to pay for major repairs to and replacement of common building systems to ensure that the condominium is kept in good repair over the life of the building
- Property management fees
- Building repair and maintenance
- Salaries of condominium employees (e.g. concierge)
- Costs of operating and maintaining the amenities (e.g. the pool, recreational facilities, party room)
- Common area utilities
- The condominium corporations' insurance policies.

What is, and is not, included in a condominium's monthly fees is clearly outlined in the operating budget. For the first year of the condominium's operation, you should refer to the Budget contained in the Disclosure Documents that we provide to you and your lawyer at closing. This budget formed the basis of the condominium fees that your Property Manager will be collecting from you for the first year.

For subsequent years your Board of Directors, working with your Property Manager, determines the annual condominium budget. As an owner you get to approve this budget at the Annual General Meeting of the condominium.

Condominium fees are neither optional nor negotiable. For example, unit owners are required to pay a share toward the care and upkeep of amenities such as swimming pools, regardless of whether they plan to actually use such amenities. Unit owners cannot withhold payment of their condominium fees if they are



displeased with the Board of Directors, the Property Manager or other unit owners. In Ontario, the condominium corporation can register a lien on your unit if you do not pay your share of the common expenses. This means the corporation may have the right to sell your unit to recover the money it is owed. At a minimum, all the costs that the corporation has incurred to collect your fees will be charged back to you, with interest.

## **B.6 WHAT'S MY VS. THE PROPERTY MANAGER'S RESPONSIBILITY TO MAINTAIN?**

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Most condominium corporations contract out the day-to-day operations of the condominium to a property management company ("Property Manager") under the direction of the condominium's Board of Directors. Arranging for the cleaning of common areas; payment of common element utility bills; operation and maintenance of the domestic hot water and heating and air-conditioning systems; snow and garbage removal; and the collection of monthly maintenance fees typically fall under the jurisdiction of the Property Manager.

There are usually limits on the Property Manager's authority. For example, anything that requires a major expenditure, or an expenditure not accounted for in the annual budget, may have to be approved by the Board of Directors. The Property Manager is not responsible for items or operational problems within individual units, unless they are related to the common elements (e.g. heating systems, roofs, windows, exterior walls).

You as the condominium unit owner are responsible for some maintenance duties, and the condominium corporation is responsible for others.

Maintenance duties for the unit owner typically include:

- Internal unit plumbing, appliances, heating, air conditioning or electrical systems that are contained in and serve only that unit

- Cleaning window surfaces that are accessible from outside the unit (i.e. where there is a balcony or terrace)
- Cleaning some parts of the common elements like balconies and patios that are assigned to or for the exclusive use of the unit holder.

Maintenance duties for the condominium corporation typically include:

- Common area plumbing, electrical and heating and air-conditioning systems
- Roof repairs
- Window and door repair and replacement
- Landscaping
- Upkeep of recreational amenities and parking areas
- Any other common area of the property

Sometimes the responsibility for maintenance and repair can be shared. For example, a heating and air conditioning (HVAC) system may be part of the common elements, but the unit owner may be responsible for some tasks such as changing filters.

Please contact the Property Manager if you have any questions about your maintenance responsibilities.

## **B.7 HOW DO I GET A COPY OF THE DECLARATION AND BY-LAWS?**

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Your condominium's Declaration and By-laws will be provided to your solicitor after the condominium is registered and will be updated by your property management going forward.

## **B.8 ARE THERE ANY RESTRICTION ON RENTING OUT MY UNIT?**

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Many condominium buyers purchase their units as an investment with the intent to rent them out. While most condominium corporations allow owners to rent their units to third parties, there are typically a few steps that you need to take before doing so. For the most current information on the rental rules at Queensway Park please contact your property manager. Most importantly, the Property Manager must always be aware of who is living in the unit and have their contact information should there be an emergency.

# C. QUEENSWAY PARK

## C.1 THE DETAILS

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### C.1.1 BUILDING ADDRESS

Your municipal address

7 Smith Crescent, Unit\_\_\_\_, Etobicoke  
ON M8Z 0G3

### C.1.2 LOBBIES, ELEVATORS AND CIRCULATION

The lobby is located on the west side of the building. There are two elevators in this building.

All parking spaces are located on the P1 and P2 levels. The garage entry door is located on the north side of the building.

### C.1.3 AMENITIES

#### *Mezzanine Level Amenities*

#### **Fitness Facility**

State-of-the-art equipment for all your cardio and weight lifting needs.

#### **Product Library**

With household items available for residents to borrow. Ask property management for details on signing items out.

#### **Hobby and Craft Room**

A place to build, create and craft at your hearts content.

#### *Second Floor Amenities*

#### **Children's Playroom**

Kid-friendly room for families to keep the little ones busy.

#### **Exterior Lounge**

Outside amenities with park-side views, 2 private lounges equipped with outdoor kitchen, dining and lounge seating and fire pit.

#### **Interior Shared Lounge**

Common room for private parties and building get togethers.

#### **Garden Plots**

For the green thumbs in the building, individual 6 x 4 garden plots to grow your own food. Rented on a seasonal basis from the condo board.

#### *Below Grade Amenities*

Pet Cleaning station located on P1 to wash your fur friend before heading into the hallways and your unit.

Your condominium board will set the rules for reserving and using the building's amenity spaces. All amenity areas are accessible using your key-fob.

### C.1.4 VEHICLE PARKING

#### *Resident Vehicle Parking*

Parking at Queensway Park is located on Parking Levels 1 and 2. In the interest of fairness, parking spaces have been allocated randomly; if not provided to you already, your allocated space will be provided to you on interim closing. Please note that:

- To enter you must use the garage transmitter provided to you on occupancy.
- To exit you simply approach the overhead garage door and it will automatically open.

#### *Visitor Vehicle Parking*

Queensway Park has 25 visitor parking spaces that are located inside the parking garage on Level 1. To gain access to the parking garage, visitors should use the intercom located at the parking garage entrance to request access, and then once inside and parked, make their way to the elevators. To gain access to the elevators, visitors must use the enter phone to call the person they are visiting, who will open the door remotely (see Section C.2.9 below).

The Board of Directors will determine the rules and regulations for the use of the visitor parking spaces.

#### ***Commercial Visitor Parking***

There are 15 exterior parking spaces located on the north side of Queensway Park which are for general public parking for immediate visitors and staff of the commercial units. These parking stalls are not for visitors or owners in the residential condominium, and unauthorized cars may be tagged or towed. Please be sure to advise any of your visitors to the building of this prior to their arrival.

#### **C.1.5 BICYCLE PARKING**

Visitor bicycle posts are located on the south side of the building as well as the west side, near the main entrance.

For residents, there are bicycle storage rooms located on level P1. These are currently first come first serve, but the property manager may assign these as rental spaces in the future or put further restrictions on use.

Please note that it will be strictly prohibited to bring bikes through the lobby, corridors and public areas of the building and bicycles are not allowed to be stored on unit balconies or terraces.

#### **C.1.6 CONCIERGE**

Queensway Park will benefit from executive concierge services (as arranged by property management). The concierge is located in the lobby. The condominium board will have the ability to change the extent and times of your concierge service.

#### **C.1.7 BUILDING ACCESS AND SECURITY**

With your safety in mind, we have included the following security features in Queensway Park:

- The building entrances, the elevator access points at each of the two parking levels, and the various amenity rooms are all equipped with proximity key-fob readers. To unlock a door you simply hold your key-fob within 1 inch of the reader. The benefit of this system is its ease-of-use as well as its security features, which among other things allow the Property Manager to add and delete entrants, thereby controlling who can and cannot enter the building, as well as to allow Property Management to track which unit is accessing the amenity spaces in the event of damage or theft.
- An enter phone is located in the building's lobby vestibule.
- Security cameras have been installed at key security points in the building, such that any activity will be recorded as well as visible at the work station located at the concierge desk.
- Access to the parking garage requires either a garage transmitter or a key-fob to open the overhead garage door. Once inside the parking garage a key-fob (or access by way of the telephone-entry system) is required to access the elevator lobbies. Only once someone is inside an elevator lobby will they have access to the rest of the building.

Each unit will be assigned two (2) key-fobs. Additional key-fobs may be purchased through the concierge. One garage transmitter will also be supplied for each parking unit purchased.

Notwithstanding the security features above, building security ultimately relies on resident vigilance. Always watch whether someone is entering the building behind you, and remain at the garage door entrance until the door is closed to ensure no one gains access this way. Finally, do not let in unidentified persons by way of the telephone-entry system.

### **C.1.8 RECYCLING SYSTEM**

Queensway Park is equipped with a “trisorter” recycling system that allows easy separation at each floor of garbage, organics and recyclables. With the push of a button at your floor’s garbage chute door, the system directs itself to the proper container in the ground floor garbage room.

It is imperative that you use this system properly in order not to contaminate the separated bins and defeat the purpose of this recycling facility. Instructions on how the system works are posted in the garbage/recycling room on each floor. In consideration of your neighbours and to reduce late night noise, please do not dispose of garbage or recycling between 10:00 pm and 8:00 am.

### **C.1.9 CONSTRUCTION COMPLETION**

When you occupy your unit it is possible that certain floors above you or areas below you will still be under construction. During this time you should expect workers to be on-site from 7:00 a.m. to 5:00 p.m. on weekdays, and from 8:00 a.m. to 5:00 p.m. on Saturdays. Notwithstanding the above, construction work, including fire alarm testing, may take place outside of these hours. We apologize for any inconvenience.

Please be advised that occupancy permits are floor specific, so while your floor may be granted occupancy, others may still be considered under construction. Until all floors have received occupancy permits from the City, you must not visit floors other than your own.

# D. THINGS TO KNOW ABOUT YOUR UNIT

This section addresses typical questions from new condominium owners and provides some tips on maintaining your unit and its components. The information is by no means exhaustive. Should you have more detailed questions about any of the items listed, or questions about other aspects of your unit, please contact your Property Manager directly.

## THE BARE MINIMUM

Arrange for your own contents and upgrades insurance from the date of occupancy (this is not covered in the condominium building insurance that is part of your condo fees).

Complete and submit your utility billing application form (see D.1.5 below)

Read and understand your appliance warranty.

Do not load your washer / condensing dryer more than 2/3 full and use a minimal amount of detergent. For the best results, less is more. Between the wash and dry cycle, consider taking out the clothes, shaking them off and putting harder to dry items back in. Air drying light clothing will reduce the machine's load and allow more space for the remaining items to dry.

Your fan coil has a filter. This filter should be replaced every three months. The fan coil also has a condensate drain which should be checked for any blockage each time the filter is changed. Please contact your Property Manager for details on purchasing filters

The filter in the range hood in your microwave should also be cleaned on a monthly basis.

Do not use soap, ammonia-based cleaners, vinegar or detergents on your flooring and never pour water (or allow it to pool) on the floor. To clean floors use a lightly damp cloth and/or a proper floor cleaner.

Use only liquid non-abrasive cleaners on stoves, bathtubs, countertops and stainless steel sinks.

Shut-off valves control water flow to individual plumbing fixtures and appliances. In the event of leak from a fixture or appliance, immediately shut off the valve to it.

## D.1 MECHANICAL AND ELECTRICAL SYSTEMS

### D.1.1 HEATING AND COOLING

The heating and cooling for your unit is supplied by an energy efficient fan coil system located in the suite. Heating and cooling are controlled by setting the desired temperature on your wall mounted thermostat(s).

If your heating or air conditioning is not working, check the circuit breaker in your electrical panel (see D.1.4 below). If the breaker is off or "tripped", switch it on. If it is on, switch it off for 30 seconds and then switch it back on. If the fan coil does not start working, please contact the Property Manager.

Your heating and cooling system will work most effectively if you keep the following points in mind:

- Your A/C will not overcome heat gain from direct sunlight. Please ensure that your drapes or blinds are drawn during direct sunlight hours.
- It is far easier for the system to keep a suite cool or hot than to cool or heat it. Therefore, even if you are away during the day, keep the temperature in your suite moderate during that time by running the air conditioning or heating at moderate levels.
- When outdoor temperatures are low, it is generally recommended that blinds be left in an open position to allow airflow over the windows to help reduce the amount of condensation that may form on windows.

- In order to keep the air flow strong, you need to replace your fan coil filter every three months. The fan coil filter is accessed by opening the large panel below your main air vent. Please contact your Property Manager to purchase the appropriate filter for your unit. Note that the condominium corporation may put in place a filter replacement program, in which case the Property Manager will take responsibility for this task.
- Air registers can be adjusted to control the flow of air into individual rooms. Simply close or open the registers in each room to your own desired preference. This helps to balance the system. Never close a register completely.
- Please also note that the air conditioning system in the building is designed to provide internal unit temperatures of 24 °C (to a maximum of 6-7 °C below outside temperatures). Setting temperatures below this level in the summertime may cause the system to become unbalanced and negatively affect air conditioning throughout the building.

### D.1.2 VENTILATION

The ventilation for your unit is supplied by way of an energy recovery ventilator (ERV), which brings fresh air directly into your unit from the outside. While you are at home, the ERV will run on a continuous basis at low speed. You can increase ventilation by turning on the dedicated ERV switch, which is the push button switch in your bathroom adjacent to the light switch. Increased ventilation is automatically activated when either the bathroom fan or the range hood fan is in use.

### D.1.3 MAINTAINING TEMPERATURE AND HUMIDITY WITHIN YOUR SUITE

Queensway Park has been designed to help you maintain optimal thermal comfort within your home.

The optimal operating conditions to maintain thermal comfort in your suite are:

Season	Temperature	Humidity
Summer	75 deg. F (23.9 deg. C)	< 60%
Winter	73.4 deg. F (23 deg. C)	> 30% - 60%

#### Temperature

Temperature can be maintained according to the thermostat operations manual instructions.

#### Humidity

The following guidelines are provided to assist you in controlling humidity:

##### Lowering Humidity (Typically in Summer):

- Bathroom exhaust fans, and kitchen exhaust hoods remove moisture that activities such as showering / bathing and cooking create. Keep exhaust hoods free of dust, grease or anything that could keep them from working efficiently
- Cover pots while cooking
- Leave room doors open to allow good air circulation
- Lowering the temperature within your suite also lowers the moisture level in the air as it cools
- Plants - reed palms, boston ferns and cacti are good examples of indoor plants that can help regulate your home's moisture levels.
- You may notice condensation on windows when cold air on the exterior comes in contact with your warmer interior space. By opening window coverings, (i.e. drapes, blinds, etc.), it will allow more warmth to reach the interior glass making it less likely for condensation to accumulate.

##### Raising Humidity (Typically in Winter):

- Allow excess humidity (i.e. steam) created from showering/bathing to enter the suite



#### **D.1.4 PLUMBING**

Individual shut-off valves control the water flow to sinks, the dishwasher, the washing machine and the toilet in your unit. In the event of a leak with any of these, the first step you should take is to interrupt the water supply by turning off the appropriate shut-off valve. We strongly recommend testing all shut-off valves upon your occupancy. It is good practice to shut off the water supply to the washing machine when it is not in use.

The supply of water to your unit is generally controlled by a main shut-off valve located in either your kitchen or bathroom. Any leaks beyond the individual fixtures or appliances as discussed above should be immediately stopped by turning off these valves.

#### **D.1.5 ELECTRICAL SYSTEM, SWITCHED RECEPTACLES AND OUTLETS**

Your electrical panel contains individual breakers that control separate circuits. These breakers are marked to help you identify which breaker controls which appliances, outlets or other services. If any electrical service in your suite is not working, you should first check your electrical panel. If you do not know the location of your panel, or do not feel comfortable with how breakers function, please ask the Property Manager to give you a demonstration.

Your unit is equipped with ceiling light fixtures in your entrance way and/or hallways, and track lighting over the kitchen. We do not supply dining room fixtures as this is a personal decor decision.

In order to preserve the look of our exposed concrete ceilings and given our open-concept design, we do not rough-in overhead lighting in living rooms, bedrooms or dens. Lighting in these areas is achieved by floor or table lamps that you plug into switched receptacles, i.e. outlets that are activated by wall switches. If you notice a light switch that does not appear to turn on any light, its likely function is to activate one of the plugs in that room.

#### **D.1.6 ENERGY, ELECTRICITY AND WATER**

##### *Metering*

As part of the energy saving features of Queensway Park, each unit comes with individual electricity and water sub-meters. PowerStream will be reading your meters and billing you directly for the electricity and water consumed in your unit. It is therefore essential that you review the PowerStream information materials and submit the application form that you received as part of your digital homeowner's welcome package. It is important to note that proof of account set up will be required in order for your keys to be released to you at occupancy.

For more information on metering in your unit, please contact:

##### **PowerStream Customer Care Centre**

**T** 1-855-952-5280

**E** [customercare@powerstreamenergy.com](mailto:customercare@powerstreamenergy.com)

#### **D.1.7 TELEPHONE / CABLE / HIGH SPEED**

##### *Internet*

Please note that you are responsible to initiate telephone, cable, and internet services. Bell and Rogers offer a range of bundled services for you to choose from. Promotional deals exclusive to Queensway Park purchasers from both providers were given to you as part of your Digital Homeowners package at your Pre-Delivery Inspection.

#### **D.2 APPLIANCES**

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##### **D.2.1 KITCHEN APPLIANCES**

As part of your Queensway Park purchase you have received your kitchen and laundry appliances. User guides and warranty information for these appliances have been left within your unit.

If there is a problem with one of your appliances when you move in, it may be because it has not been properly hooked up. Please contact Queensway Park Customer Service to arrange for the matter to be investigated right away.

Your appliances were ordered through Midnorthern Appliances, if a problem arises with an appliance after it has been functional and it appears that the problem is with the appliance itself (as opposed to its hook-up), or if you need additional parts or want more information on how to use an appliance, you should contact Midnorthern directly for service.

Midnorthern Appliances
<b>C/O Transglobal Service</b> <b>P</b> 905-696-3462 <b>E</b> <a href="mailto:commserv@transglobalservice.com">commserv@transglobalservice.com</a>
for GE fridge, dishwasher, microwave, Frigidaire Range, Electrolux laundry
<b>C/O EuroParts Service</b> <b>P</b> 1-800-678-8352 <b>E</b> <a href="mailto:service@euro-parts.ca">service@euro-parts.ca</a>
for Porter & Charles laundry, hood fan

Please ensure you have the following information available:

- That you purchased at a new condominium, Queensway Park, and your appliances were part of the original purchase (sometimes appliance centers get confused when it is a bulk order, so it's good to establish that at the beginning).
- Your full name, address, and phone number
- The effective warranty date – this is the occupancy date at your new home, they may request written proof, so please have your occupancy documents from your lawyer on hand
- The model number and serial number of each of your appliances. The model and serial numbers are usually located on the inside of each of your appliances.

## D.2.2 COMBINED WASHER AND CONDENSING DRYER

Your home includes a washer and condensing dryer unit (or units, if stacked) which has a number of features and basic operations you should be aware of.

First and foremost the washer and dryer may be combined into one machine which means that the way you do your laundry will change. You will not be able to have a load of laundry washing while another load is drying as you may otherwise be used to. Rather, this machine can automatically switch into 'dryer' mode once the wash cycle is complete, and therefore you do not need to transfer your wet laundry into the dryer.

The benefit to this is that you can start a load of laundry just before you go to bed at night or head to work in the morning, and your load of laundry will be dry by the time you wake up or come home at the end of the day. Since the dryer is condensing, it saves significantly on energy and is the preferred choice for energy efficient buildings.

Some suites are equipped with separate, stacked washing machines and condensing dryers.

### Tips

- Only use HIGH EFFICIENCY detergent for your combo washer-dryer. Many common brands carry high efficiency detergent and is noted on the packaging as "HE".
- Never load the machine more than 2/3 full. Overfilling can cause clothes not to properly dry and damage the machine.
- During drying the machine spins and centrifugal force causes the clothes to stick to the side of the drum. Use liquid fabric softener to reduce the likelihood of this and to help clothes dry faster and create fewer wrinkles
- Since there is no external exhaust system for the machine some residual moisture is likely to remain. Take the clothes out and hang them for a few minutes for a final dry.

- If heavy items are taking too long to dry, you may be overloading the machine or washing too many highly absorbent articles in a single load. Try to mix up loads and consider hang drying lighter items.
- It is recommended to leave the door to your laundry closet slightly ajar to help with the air flow for the condensing dryers.

As mentioned above with your kitchen appliances, if there is a problem that arises with your washer/condensing dryer, or if you need additional parts or want more information on how to use the machine, you should contact the appliance supplier directly.

### D.3 COMPONENTS AND FINISHES

#### D.3.1 WINDOWS

The windows in your Queensway Park unit are insulated, double glazed units with operable awning windows and two-leaf sliding doors or swing doors out to the exterior. Insect screens are provided on all sliding doors and awning windows.

#### D.3.2 WALLS

Some slight cracking, nail ‘pops’ and/or seams may become visible on drywall walls and ceilings. These occurrences are considered normal and are a part of a homeowner’s normal maintenance and repair. Popped nails do not alter the strength of the wall and should be left alone until it is time to repaint.

The following wall colour has been used in your unit:

#### **SUITE INTERIOR WALLS, DOORS and TRIM:**

Paint Colour:  
Benjamin Moore OC-65 Chantilly Lace

### D.3.3 WOOD FLOORING AND STAIRS

#### *Suite Flooring*

We have installed a luxury vinyl plank in your unit, depending on your selection. This product will maintain its excellent appearance provided that it is properly cared for and maintained. In this regard you should ensure the following:

- Be careful of scratching. Never drag furniture or heavy appliances along the floor. Be sure to support these with casters or glides.
- Never pour water or allow it to pool on the floor, and immediately blot up spills or spots using a lightly damp cloth
- Sweep or vacuum your floor on a regular basis to prevent dirt and grit from harming it
- Use mats or area carpets in high traffic areas
- Maintain normal interior humidity levels (45-60% in the summer; 35% to 50% in the winter)
- Do not use wet mops, wax conditioners, acrylic wax, steel wool, soap, detergents, ammonia-based cleaners or vinegar on the floor.

Floors can respond noticeably to changes in humidity level in the home, especially in winter. Some shrinkage or warping may occur, especially around heat vents or any heat producing appliances.

### D.3.4 CABINETS, COUNTERTOPS AND BACKSPASHES CABINETS

Should you damage a cabinet door and need to replace it, please contact the manufacturer’s customer service department.

<b>Paris Kitchens</b>
T 905.886.5751

### **Countertops**

Always use a cutting board to protect your countertops when you prepare food. While minor scratches that can result from cutting food may not be noticeable at first, in time they will dull and mar the luster of the finish.

### **Backsplash**

Your backsplash is one piece of Caesarstone or possibly an upgraded tile finish. Although it is rare, the backsplash is susceptible to breakage should it be hit hard. Should you need to replace your backsplash or countertop please contact Elegance Marble.

#### **Elegance Marble**

**T** 416.835.4567

**E** neda@elegancegranite.ca

### **D.3.5 DOORS**

#### **Swing Doors**

The doors and door frames in your home are typically made of painted wood. Wooden doors are subject to expansion and contraction with changes in heat and humidity. The result can be warping and sticking. This is normal and may correct itself as conditions change. You should allow your home to go through at least one dry and damp season before you make any permanent changes.

#### **Sliding Doors**

Similarly, the large sliding doors within your home (not applicable to all units) are made of painted wood and are also subject to expansion and contraction with changes in heat and humidity. Additionally, due to the fact that these doors are hung from the ceiling, as opposed to hinges along the side, the door is held in place at the bottom by a pin that is fastened to the floor. This pin keeps the door from swinging side to side and therefore any extreme forces applied to the door that are not in the direction the door is meant

to travel will put pressure on this pin. This should be avoided if possible so as not to damage the pin or the bottom of the door.

### **D.3.6 CAULKING**

Over time, normal wear-and-tear and the expansion and contraction of materials will loosen caulking or cause some materials to separate. You may notice this where drywall meets concrete, or where tile grout meets a tub. We will ensure that cracks or areas where two materials meet are properly caulked when you take occupancy. Maintenance of caulking after this time is your responsibility, and at a minimum should be done on a yearly basis, and properly monitored in between.

### **D.3.7 CONDENSATION**

Condensation may appear in wintertime at your windows or window sills, resulting from high humidity within the unit, low temperatures outside, and poor ventilation at the window area (such as when your blinds are lowered or if they have been installed too close to the gap).

Condensation tends to be worse in a building during the first few years after completion, as a result of the release of moisture initially trapped in the concrete and the newly finished drywall. You should anticipate that there will be some condensation initially at Queensway Park, due in part to our exposed concrete ceilings.

Please take the following steps if condensation issues appear in your unit:

- Leave blinds either fully or partially open to allow airflow over the windows;
- Vary the ventilation in your unit or make use of a dehumidifier;
- Always use your hood fan when cooking; and
- If you plan to be away from your unit for an extend-

ed period during winter, do not set the temperature in your unit significantly lower than your normal temperature.

## **D.4 GENERAL**

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### **D.4.1 PETS**

Queensway Park's condominium declaration allows unit owners to have a maximum of two (2) household pets (defined as a dog, cat, caged bird or fish). The Board can make rules pertaining to household pets, and also require that a disruptive pet be permanently removed from the building.

### **D.4.2 INSURANCE**

As a homeowner, it is your responsibility to obtain a condominium homeowner's insurance policy that covers all contents and upgrades, as well as relocation costs, which the condominium corporation's insurance does not provide. Condominium insurance is different from non-condominium insurance so it is important that your broker is aware that you have purchased a condominium.

#### ***Building Insurance***

The Condominium Act requires that the condominium corporation obtain insurance coverage for all units in cases of major perils such as fire, flood and smoke damage. The cost of this coverage is included in your monthly condo fees. The condominium corporation's insurance covers the units as they were architecturally designed to the builder's specifications only. Any upgrades you acquired and all of your personal property are excluded from the condominium's policy.

#### ***Homeowner Insurance***

You are responsible for obtaining insurance for appliances, upgrades and personal property, such as furniture, clothing and electronics. It is recommended

that all owners obtain minimum insurance coverage of \$1,000,000 and make sure that it covers liability insurance, contents insurance, betterment and improvements insurance, loss assessment and contingency insurance starting on the date of legal occupancy.

In the event that work needs to be done in your unit and you need to move out, or if for any other reason you must vacate your home, your insurance should cover all moving and relocation costs. Be sure to confirm this in advance. If you are renting your suite it is suggested that you obtain coverage to cover your contents (if applicable), liability, appliances, betterment and improvements. A tenant would be responsible in obtaining a specific tenant content insurance package.

### **D.4.3 WINDOW COVERINGS**

Your choice of window coverings has a significant impact on the look of the building. In order to maintain a clean, upscale appearance of the overall Queensway Park development, the condominium Declaration requires that any window coverings you install be proper blinds and that they be black, or have a backing to this effect.

If you are installing your own sunshades or blinds, you should note that the exterior windows are made of insulated glass that requires adequate ventilation to reduce glass stress. Therefore, when installing your shades, you should ensure that the shades when lowered are at least two inches away from the glass and one inch from the mullions (metal pieces). In addition, when lowering your shades you should always leave at least one inch open at the bottom near the sill.

#### **D.4.4 OUTDOOR BALCONY/TERRACE RESTRICTIONS**

As with your window treatment, the look of what you place on your balcony or terrace has a significant impact on the overall look of the building. As a result, the Condominium Declaration includes the following restrictions on balcony and terrace use:

- You are not allowed to store any items or materials, including bicycles, on the balconies or terraces;
- Only balcony furniture which is white, black, beige or metallic colour may be kept on the balconies or terraces;
- You may not hang items off the balcony or terrace railings, including plantings, holiday decorations or exterior lights;
- Structures such as pergolas or hot tubs cannot be installed at any time

- Approval from the condominium board and property management is required prior to installing any patio covering, such as wood tiles, as it may affect the integrity of the balcony and cause long term damage due to moisture getting trapped below

Please review the full Declaration for more guidelines and restrictions

#### **D.4.5 SUITE KEYS**

In accordance with the Declaration all suite entry doors are on one master key. The master key system

allows the Property Manager to gain immediate access to your unit in case of emergency, fire, or flood. Prior to changing your lock please contact the Property Manager to ensure that your lock remains on the master system. The cost to have the lock re-keyed to the master will be at your expense.

# E. CUSTOMER SERVICE OVERVIEW

This section addresses typical questions from new condominium owners and provides some tips on maintaining your unit and its components. The information is by no means exhaustive. Should you have more detailed questions about any of the items listed, or questions about other aspects of your unit, please contact your Property Manager directly.

## **THE BARE MINIMUM**

To ensure that we can provide a high level of customer service, we have set up a customer service team at Queensway Park for the first year after occupancy to address your Tarion Deficiencies. See below for details.

Customer Service's mandate is to manage and help rectify all Tarion deficiencies within your suite.

Tarion Deficiencies must be recorded on either your PDI, 30 day or 1 year forms

All communication with customer service should always be in writing, to maintain a record of requests

When we need to make a service call in your suite customer service will contact you by email. They will not enter your unit without written consent.

After a service call is complete, customer service will email you to confirm the work was done. If you are not satisfied with work they believe is completed, please notify them in writing within seven (7) days.

If they haven't heard from you within a week they will close the file and confirm with the trade that the work has been accepted.

Only Tarion's 30-Day and Year-End Forms are official statutory forms. If you have a warranty issue it is your responsibility to submit these forms to Tarion on time.

Tarion's warranty rules are quite strict and it is your responsibility to fully understand them. Please review the Tarion Homeowner Information Package which you can download from:

<https://www.tarion.com/hip/homeowner-information-package/homeowner-information-package-condominiums>

## **E.1 CUSTOMER SERVICE OVERVIEW**

We are committed to providing you with an excellent new-home product. While our aim is for you to have a deficiency-free experience with us, we know that this will not always be the case. The role of our Customer Service Team is therefore to ensure that we provide you with a timely and thorough response to any issues or concerns you may have pertaining to workmanship or materials in your unit.

Our goal is to address deficiency items noted on your original Pre-Delivery Inspection prior to your move-in.

Once you have moved in, it is our policy to deal with urgent items (such as water leaks or electrical issues) immediately. Other warrantable deficiencies will be addressed within a reasonable time period as defined by your Tarion Warranty. Items that are of a cosmetic nature only or items not identified during the PDI may not be accepted as warrantable items.



## **E.2 INSPECTIONS**

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### **E.2.1 PRE-DELIVERY INSPECTION (PDI)**

Approximately two weeks before moving in you will have a Pre-Delivery Inspection of your unit. At this inspection one of our Customer Service Representatives will inspect your unit with you to note any deficiencies, go over certain features and functions that you need to know and provide you with your Tarion Certificate of Completion and Possession. Your possession date will be noted on the form as the date on which you take Interim Occupancy of your unit.

### **E.2.3 30-DAY INSPECTION**

Approximately three to four weeks after you move in you can again meet with one of our Customer Service Representatives to conduct an optional 30-Day Inspection. At this inspection you will hopefully sign off on any remaining deficiencies, which by this time should have been remedied. After you move in, you may notice certain deficiencies that were not identified during your PDI. Within reason we will gladly rectify these deficiencies. Please do not raise these additional deficiencies, if any, with the trades or on-site personnel. Instead, please make a note of them and they will be reviewed during your 30-Day Inspection. In the event that there are deficiencies that cannot wait for the 30-Day Inspection, such as appliances that are not properly hooked up or do not work or leaking bathroom fixtures, please contact Customer Service immediately.

## **E.3 PROCEDURE FOR SERVICE WORK AFTER MOVE-IN**

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### **E.3.1 CUSTOMER SERVICE REPRESENTATIVE**

To ensure that we are able to properly serve you, we have set up a Queensway Park customer service line. Our onsite customer service team will be your connec-

tion to the construction team and can be contacted should you require updates on the status of your Tarion deficiency repair, or have comments or concerns about the work being done.

#### **Customer Service Office**

**T** 647.244.6207

**E** customerservice@queenswaypark.ca

### **E.3.2 ALL CORRESPONDENCE TO BE IN WRITING**

For both your benefit and ours, we ask that all correspondence, requests, concerns and submissions regarding service, whether warrantable or not, be in writing. All such correspondence can be sent by email or by written note to the Customer Service Office above.

### **E.3.3 SCHEDULING SERVICE CALLS**

On receipt of your PDI Form, 30 Day Form or One Year Form, or a written request or concern, we will make every effort to schedule a convenient time for service work. However, precise time frames are often difficult to gauge when there are multiple trades involved, and we would appreciate your understanding and co-operation if we are late for an appointment with you.

Please be aware that our staff, as well as our trades, will not enter your unit without prior written consent, and if you leave your unit when a service call is scheduled without giving us written consent to enter, we will not be able to complete the service work.

### **E.3.4 SERVICE NOTICE**

The Tarion Warranty Program requires us to address warrantable issues within a prescribed period of time. During this period it is important that you provide us and our trades with access to your unit. In order to schedule a service appointment, one of our Customer

Service Representatives will contact you by way of email or phone to request access to your unit for the repair. Please ensure you respond in writing confirming that we have permission to enter your suite and escort the trade or serviceperson to perform the necessary service work. If we do not receive your confirmation we will not enter your unit to perform the necessary work.

#### ***Tarion Requirements to Provide Access to your Unit***

“When necessary work is required, be sure to give your builder and their trades people access to your home during normal business hours, at a time mutually agreed upon in advance. Failure to do so will jeopardize your statutory warranty rights.”

A service card or notice will be left in your suite after each service call advising you as to who was in your home and of the nature of the service work performed. The work will be noted as either Completed or Incomplete or the service person may need to Order Material. If you have questions or concerns regarding the service work or you find that the work performed was unsatisfactory, please notify Customer Service in writing within seven (7) days. If notice is not received, the service work performed will be deemed satisfactory and complete and no further action will be taken.

#### **E.3.5 STATUTORY WARRANTY FORMS (30 DAY AND YEAR-END SUBMISSIONS)**

During your Pre-Delivery Inspection, you will identify any damaged, incomplete, or missing items. All such items should be included on the PDI Form. The PDI Form is not the same as a Statutory Warranty Form, such as the 30-Day or Year-End Form. It is simply a formal record of your new home's condition before you moved in and it will be used by Tarion as a reference for assessing future statutory warranty claims. You must use a Statutory Warranty Form to initiate the statutory warranty process. If you find that any of the items listed on the PDI Form have not been repaired or otherwise resolved, you should list them on the 30-Day Form.

#### ***30-Day Form***

The 30-Day Form is provided in the Tarion Homeowner Information Package that you must download from the Tarion website. Use this form to notify Tarion and us of outstanding warranty items during the first 30 days of possession of your new home.

On this Form, you may include items that were listed on your PDI Form that have not been addressed, as well as new items that you have discovered since taking possession of your home. Tarion will only accept and act on the first 30-Day Form that is properly submitted on time, and only one 30-Day Form may be submitted. If Tarion does not receive a 30-Day Form from you on time, then you will have to wait until the last 30 days of the first year of possession of your home to notify Tarion of outstanding warranty items.

Be sure to also forward a copy of the 30-Day Form to customer service by email to [customerservice@queenswaypark.ca](mailto:customerservice@queenswaypark.ca)

#### ***Year-End Form***

The Year-End Form is also found in the online Tarion Homeowner Information Package. Use this form to notify Tarion and us of outstanding warranty items during the last 30 days of the first year of possession of your new home.

You may submit only one Year-End Form. Tarion will only accept and act on the first Year-End Form that has been properly submitted on time. If you miss submitting the Year-End Form on time, then you will have to wait until the second year of possession of your home and you will only be able to report two year warranty items to Tarion at that time. Be sure to also forward us a copy of the Year-End Form.

### E.3.6 COMMON ELEMENT ISSUES

All areas outside of your unit (such as the parking garage, hallways, amenities, exterior windows and balconies etc.) are managed by the Property Manager and they would take the lead on reporting and following up on any repairs or deficiencies. If you experience or see a common element problem you should contact the Property Manager directly.

#### Crossbridge Condominium Services

**E** queenswaypark@crossbridgecs.com  
**T** See building info for current phone numbers

### E.4 CONSTRUCTION PERFORMANCE GUIDELINES

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The Construction Performance Guidelines for the Ontario Home Building Industry (CPG) is used by us and Tarion when determining whether or not a condition is covered by the statutory warranty. The purpose of the CPG is not to set new standards but to provide advance information as to how Tarion will resolve an

issue between a builder and homeowner about defects in work or materials.

The CPG provides objective and uniform criteria that set out the minimum performance required in the construction of new homes in Ontario. They relate to work and material deficiencies and complement the Ontario Building Code (where a guideline is not consistent with a provision of the Ontario Building Code, the Code will prevail). The CPG is designed to be supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties.

The Construction Performance Guidelines should be interpreted with common sense. They deal only with the most frequent and typical items of concern to homeowners. The CPG describe the minimum acceptable performance or condition that homeowners should expect and builders must meet to satisfy the requirements of the warranties described in the Ontario New Home Warranties Plan Act.

To download a copy of the Construction Performance Guidelines visit [tarion.com](http://tarion.com).

# F. YOUR WARRANTIES

## **F.1 MINIMUM SERVICE REQUIREMENTS MANDATED BY TARION**

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Your new home is registered with the Tarion Warranty Corporation. Every new home in Ontario comes with specific warranty coverage provided by the Builder and backed by Tarion. This coverage, up to \$300,000 per home, begins on the unit's original Date of Possession and remains in effect even if you sell your home before the warranty expires.

Tarion was created in 1976 to administer the Ontario New Home Warranties Plan Act that protects new home buyers in Ontario. This law requires every home builder to be licensed and to provide specific warranty coverage with every new home. Tarion maintains a fund that is used to ensure your warranty is honoured. It also sets minimum customer service requirements that have important benefits for you as a new home buyer:

1. Your builder must provide you with access to download a copy of Tarion's Homeowner Information Package at or before the Pre-Delivery Inspection (PDI) of your new home.
2. Your builder is required to guide you through a PDI of your completed home to assess its condition before you take possession.
3. You have a right to complete a Statutory Warranty Form and submit it to Tarion if you are unsatisfied with a warrantable item in your unit.
4. After you submit a Statutory Warranty Form, you have the right to have the warrantable item repaired or the issue resolved within a specific period of time. If an item is not resolved within that time, then you have 30 days in which to contact Tarion to request a conciliation.

The process to deal with deficiencies and warrantable items is detailed in Section E above.

Most issues related to the Statutory Warranty are resolved between builders and owners without the intervention of Tarion. When necessary, Tarion will assist homeowners and builders in interpreting the scope of its warranties. More information on the Tarion Warranty can be found in your Tarion Homeowners Information Package which should be downloaded at [www.tarion.com/HomeownerInformationPackage](http://www.tarion.com/HomeownerInformationPackage).

## F.2 THE ONE YEAR WARRANTY

The one-year warranty coverage begins on the date you take possession of your unit and ends on the day before the first anniversary of this date. For example, if your home's date of possession (Interim occupancy) is September 1, 2021, the one-year warranty begins on September 1, 2021 and ends on August 31, 2022.

The one-year warranty provided by the Builder and backed by Tarion:

- Requires that your home is constructed in a workman-like manner and free from defects in material;

- Ensures your home is fit for habitation;
- Protects your home against Ontario Building Code violations;
- Ensures your home is free of major structural defects.

Knowing what the one-year warranty does not cover in your suite is just as important as knowing what it does cover. The following are some examples of what is and is not warrantable:

### FIRST YEAR WARRANTY - WHAT'S COVERED AND NOT COVERED

ITEM	COVERED	NOT COVERED
<b>Walls/Ceilings</b>		Shrinkage cracks due to settlement, and nail pops. As a courtesy, we will repair any shrinkage cracks and nail pops once within the one-year period. Repairs do not include repainting or replacing upgrades.
<b>Doors</b>	Warped or ill-fitting interior doors. Note that normal shrinkage and expansion due to humidity levels will occur and will usually correct itself in the first year.	
<b>Electrical</b>	Defects in materials or installation of wiring, light switches, duplex outlets, electrical panel and breakers	The addition of breakers or circuits or any alterations to the electrical system by the homeowner voids this warranty item.
<b>Plumbing</b>	Defects due to materials or improper installation for all copper piping, drains, soldered joints and shut-off valves.	Plumbing blockages caused by homeowners
<b>Ventilation</b>	Performance of the kitchen hood fan and bathroom fan(s), provided the fans/filters have been kept free of grease and dirt build-up.	
<b>Appliances</b>	Appliances are directly warranted by the manufacturers' warranty. Homeowners must deal with the manufacturer directly.	
<b>Common Areas</b>		Common elements and exclusive use common elements (as defined by the Declarations) are not covered under your individual suite warranty. Common area deficiencies should be addressed to the Board of Directors via the Property Manager.

### **F.3 THE TWO-YEAR WARRANTY**

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The two-year warranty provided by the Builder and backed by Tarion covers:

- Water penetration through the basement of a foundation wall;
- Defects in material (including common element windows, doors and caulking), or defects in work that result in water penetration into the building envelope;
- Defects in work or materials in the electrical, plumbing and heating delivery and distribution systems;
- Defects in work or materials which result in the detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding);
- Violations of the Ontario Building Code affecting health and safety (including, but not limited to, violation relating to fire safety and the structural adequacy of the home); and
- Major structural defects.

### **F.4 THE SEVEN YEAR WARRANTY**

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Your unit's seven-year warranty covers major structural defects only.

### **F.5 EXCLUSIONS FROM YOUR STATUTORY WARRANTY**

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The following is excluded from Tarion's warranties:

- Damage resulting from improper maintenance, such as dampness or condensation caused by failure of the homeowner to maintain proper ventilation levels, or improper operation of a humidifier, hot tub or any other moisture-producing device.
- Defects in materials, design and work that the homeowner supplied or installed.

- Secondary damage caused by defects under warranty. While the defects themselves are covered, the personal or property damage they cause is not. However, homeowner insurance may cover secondary damage.
- Normal wear and tear, such as scuffs and scratches to floor and wall surfaces caused by homeowners moving, decorating, and/or day-to-day use of the home.
- Normal shrinkage of materials that dry out after construction.
- Damage from floods, "acts of God", wars, riots, or vandalism.
- Damage from insects or rodents, unless it is the result of construction that does not meet the Ontario Building Code.
- Damage caused by municipal services or other utilities.
- Surface defects in work and materials noted and accepted in writing by the homeowner at the time of possession.
- Damage caused by the homeowners or their visitors.
- Contractual warranties which lie outside the Act.
- Alterations or additions made by the homeowner.
- Homes purchased from a receiver or trustee may not have warranty coverage.

## H. STAYING IN TOUCH

We are thrilled to welcome you to your new home and want to hear from you about your experience with us.

On our website at [www.urbancapital.ca](http://www.urbancapital.ca) there is a questionnaire under Customer Care >> Feedback called our Feedback Loop.

Please take a few moments to tell us what you have liked and what we can improve on. We look forward to hearing from you.

As well, please be sure to keep your contact information current with us. Once your building is registered the Property Manager will not notify us of any address changes on your part, so in order to ensure that you remain on our list, please notify us directly of any contact changes.

Once again, thank you and welcome.



[facebook.com/UrbanCapital](https://facebook.com/UrbanCapital)



[instagram.com/urban\\_capital](https://instagram.com/urban_capital)