

SERVICE & WARRANTY GUIDE

HOW TO CONTACT OUR SERVICE DEPARTMENT

Office: 519-934-3374

Email: support@barrysconstruction.ca



Here at Barry's Construction we strive to deliver an attractive and well executed home. However, we realize warranty issues may arise after you have moved in. We encourage our homeowners to follow our service/deficiency reporting procedures and report warranty issues at the designated times and on the appropriate forms. Our experience has shown that reporting and resolving these issues in accordance with the procedures outlined in this document assists in resolving items efficiently and with the least disruption to you.

For general inquiries please contact:
support@barrysconstruction.ca

We are always available to support our homeowners throughout the process, and we encourage homeowners to get in touch should they consider an issue with their home to be an emergency.

What is considered an Emergency?

An emergency is a situation involving a warranted item that requires immediate attention to avoid substantial damage to your home, or risk to your health and safety.

An emergency includes, but is not limited to:

- Complete loss of heat between September 15th and May 15th
- A gas leak* (see below)
- Complete loss of electricity (outside of planned and unplanned power outages)
- Complete loss of water
- Water penetration
- A plumbing leak
- Basement and roof leaks

*If you smell gas or you suspect gas is leaking please call Enbridge at 1-866-763-5427. This free emergency service is available 24 hours a day, seven days a week.

In the event of an emergency, please call our office at 519-934-3374. All other items should be addressed through support@barrysconstruction.ca or through our website.

REPORTING DEFICIENCIES



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PRE-DELIVERY INSPECTION LIST (PDI LIST)

Your Pre-Delivery inspection is completed in advance of occupying your home. If any items are not completed prior to your closing date, we will work with you to have them completed after you move in. Depending on the season or the availability of parts, it may not be possible to complete certain items immediately.

30-DAY FORM

You may choose to complete online statutory warranty forms through Tarion. It is your responsibility to visit the Tarion website to review the warranty extended to you as a new homebuyer. A homeowner information package (HIP) is available online at:

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

The Tarion website is a valuable resource to new homeowners. It explains your coverage in detail and explains important homeowner maintenance information that compliments the information contained in our Home Maintenance Schedule and FAQ sheet.

You can also register online with Tarion. This online registration will guide you through the warranty periods and protection that come with your new home and assist you with the submission of Tarion statutory warranty forms.

Should you submit a 30-Day form through Tarion, a copy will also be forwarded to Barry's Construction. This will prompt our Service Department to connect with you within a few weeks of submission. Our Service Department will then schedule an appointment with you to review all listed items. Following this meeting, work begins on notifying trades and scheduling any necessary service appointments for your home.

REPORTING DEFICIENCIES

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YEAR-END WARRANTY FORM

Following the submission and completion of any warrantable items from your 30-Day Form, you may experience a problem or concern with your home that you consider a deficiency.

Please forward any concerns to support@barrysconstruction.ca. In an effort to be efficient in our service processes we ask that any 'new' item(s) that arise after your first 30-Day period should be reported on a monthly basis. Our building and after sale service history has shown that you are best served when warranty items are dealt with via monthly reporting. This allows all work to be reviewed at once and consolidated into fewer repair appointments, as opposed to multiple visits whenever something comes up.

When you submit your Year-End Form to Tarion, Barry's Construction will be forwarded a completed version of it as well. Our service department will contact you to schedule a review of this form, as was completed for your 30-Day Form.

SECOND-YEAR AND SEVEN-YEAR ITEMS

Please contact support@barrysconstruction.ca or submit a request on our website should a concern or issue arise that you consider covered under the Second-Year and Seven-Year Warranties.

YOUR WARRANTY COVERAGE



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The following summarizes the Tarion Warranty Program Builder's Warranties:

ONE-YEAR WARRANTY

Barry's Construction & Tarion warrants for one year that your home is:

- constructed in a workman-like manner and free from defects in material
- comprised of no unauthorized or lesser quality substitutions
- is fit for habitation
- is constructed in accordance with the Ontario Building Code

TWO-YEAR WARRANTY

Barry's Construction & Tarion warrants your home for two years against the following:

- water penetration through the basement or foundation walls
- defects in materials that affect windows, doors and caulking and defects in work that results 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 that result in the detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding)
- violations of the Ontario Building Code that affect health and safety

SEVEN-YEAR WARRANTY

Tarion Warranty Corporation provides a seven-year major structural warranty, which is defined as follows:

Any defect in work or materials in respect of a building, including a crack, distortion or displacement of a structural load-bearing element of the building, if it:

- results in failure of a structural load-bearing element of the building
- materially and adversely affects the ability of a structural loadbearing element of the building to carry, bear and resist applicable structural loads for the usual and ordinary service life of the element, or
- materially and adversely affects the use of a significant portion of the building for usual and ordinary purposes of a residential dwelling and having regard to any specific use provisions set out in the purchase agreement for the home

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

YOUR WARRANTY COVERAGE

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WHAT IS NOT COVERED?

Barry's Construction will review each reported issue to determine if we will cover it regardless of the warranty provided by Tarion.

The following matters are not covered by the statutory warranties provided by Tarion.

Normal Wear and Tear

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

Damage Caused by Improper Maintenance

- Dampness or condensation caused by failure to maintain proper ventilation
- Damage resulting from improper maintenance

Damage Caused by a Third Party

- Damage caused by municipal services or utilities
- Damage caused by floods, “acts of God”, acts of civil or military authorities or acts of war, riot, insurrection, civil commotion or vandalism
- Damage caused by insects or rodents, unless it is the result of construction that does not meet the Ontario Building Code

Secondary Damage Caused by Defects that are Under Warranty

- Personal or property damage, such as personal injury, loss of income and other secondary loss associated with warranted defects or repairs

Deficiencies Caused by Homeowner Actions

- Alterations, deletions or additions to the home that were made by the homeowner
- Changes by the homeowner to the direction of the grading or the slope of the ground
- Defects in materials, design or work that was supplied or installed by the homeowner

Elevators

- The seven year MSD warranty does not extend to elevating devices
- HVAC Appliances
- The seven year MSD warranty does not extend to appliances that form part of the heating or cooling apparatus, equipment or systems, whether for water, air or other substances, including furnaces, air conditioners, chillers and heat recovery ventilators

Specific Defects Accepted in Writing

- Ascertained defects in work or material accepted in writing by the homeowner

REPAIRING DEFICIENCIES



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Barry's Construction is committed to delivering a well-built home to our clients. We are also committed to ensuring that your after sales service experience is a great one. The process of buying a home does not end the moment you get your keys. This means there is a commitment from Barry's Construction to correct deficiencies and there is a commitment on the homeowners end to facilitate entry into your home. We fulfill our warranty obligations in accordance with the Construction Performance Guidelines of the Tarion Warranty Program. We encourage you to visit the Tarion website to consult these guidelines.

<https://www.tarion.com/resources/construction-performance-guidelines>

SCHEDULING REPAIR APPOINTMENTS

Barry's Construction schedules all inspections and all repair work from Monday-Friday between the hours of 8am and 5pm. We realize that our homeowners have other obligations and for that reason we attempt to schedule as many service personnel and trades within your home at one time. Please remember that certain warrantable items may require multiple repair dates to complete the work. Your cooperation and patience is critical – we too want repair work done as quickly and efficiently as possible but there are many variables contributing to a repair schedule.

IMPORTANT: Barry's Construction Service Staff and Trades must be granted access to complete service work on any deficiencies reported by you. Failure to provide access within a reasonable timeframe could lead to a void in your warranty protection. This is a critical component to the after sales service process – and we thank you in advance for your cooperation in this matter.

FURNITURE AND PERSONAL ITEMS

In order for Barry's Construction to undertake repair work, we have to be certain there is no risk of damaging your furniture or personal items. It is the responsibility of the homeowner to ensure items such as these are safely moved out of the way or covered. Barry's Construction is happy to help move large or heavy items if the homeowner is not able, but we would appreciate notice ahead of time should our assistance be required.

REPAIRING DEFICIENCIES

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OUR TRADES

In some instances a Barry's Construction sub-trade will call you directly to schedule a repair date. Having a trade call you directly can simplify the booking process. Please also note that sub-trades may perform work on the exterior of your home without booking a specific appointment with you.

SETTLEMENT AND SHRINKAGE

During the first year of occupancy, your home will experience minor settlement and shrinkage. This is a result of many factors including climate change, and the natural expansion and contraction of the building materials used to construct your home, etc. As a result of these processes you may observe minor nail pops, cracked drywall, concrete, parging or caulking. This natural material behaviour is not covered under your Tarion Warranty. Barry's Construction does provide a one time courtesy repair of such items. Please report these items at the time of your One-Year Warranty period to support@barrysconstruction.ca or on our website. Please note this courtesy repair includes patching and caulking as well as paint and finishing.

COMPLETION OF WARRANTABLE ITEMS

We strive to complete all items from your 30-Day and Year-End Warranty periods within approximately 4 months of submission. We will make every effort to complete any warrantable items in advance of this timeframe if possible. Please note this does not apply to any seasonal items that are, due to circumstances beyond our control, delayed.