

How to Submit a Tarion Form

The simplest and most convenient way to submit warranty forms to Tarion is through the homeowner portal called MyHome (MyHome.Tarion.com).

REGISTER YOUR HOME <https://myhome.tarion.com/hop/registerEnrolment>

You may also bring them to our office or send them via courier or mail. Upon receipt of a Statutory Warranty Form, Tarion will send you a notice acknowledging the receipt of your Form, indicating whether or not it is on time. If you do not receive confirmation within 10 days of submitting your form, please contact us. If a Form is sent by regular or registered mail, submission is effective on the postmark date.

Forms sent by regular mail must be received by us on or before 10 days after the submission expiry date for that particular Form. If a Form is sent by registered mail and the postmark is missing or illegible, the date on the receipt given to you by the Post Office will be used. Submission by regular or registered mail is not advisable during a general interruption of postal service (during a labour dispute, for example).

A copy of each Form you submit to Tarion should also be sent to your builder so they can repair or otherwise resolve the item.



Avoid delays in submitting your forms by signing up for Tarion's online portal, [MyHome >>](https://myhome.tarion.com/hop/registerEnrolment)

How to Register for MyHome

You will need to provide your home's enrolment number and original date of possession (which is the warranty start date). This information is on the Certificate of Completion and Possession (CCP), provided by the builder.

Once you locate this information, simply [click here](#) to register for MyHome.

<https://myhome.tarion.com/hop/registerEnrolment>

Your Home's Warranty Coverage at a Glance

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

Please reference the Tarion link below to see if your item is warrantable and within the time frame of your warranty.

<https://www.tarion.com/cpg/construction-performance-guidelines/browse-construction-performance-guidelines-freehold>

As an example, nail pops are not covered under Tarion but O'Malley will do this service at your 1 year as a courtesy and touch up paint will be need to be completed by homeowners. Any drywall, door adjustments or trim cracks will be serviced at the one year to allow for the seasonal changes and house shifting to complete prior to the repair.

	PRE-MOVE	1 YEAR WARRANTY	2 YEAR WARRANTY	7 YEAR WARRANTY
Deposit protection	◀			
Delays in occupancy	◀			
Financial Loss	◀			
Defects in work and materials		◀		
Unauthorized substitution of materials		◀		
Ontario Building Code violations		◀		
Ontario Building Code health and safety violations		◀	◀	
Water penetration through the basement or foundation		◀	◀	
Water penetration into the building envelope		◀	◀	
Defects in electrical, plumbing or heating systems		◀	◀	
Defects in the exterior cladding		◀	◀	
Major structural defects		◀	◀	◀

The 30-Day TARION Form

Use the 30-Day Form to notify Tarion of outstanding warranty items during the first 30 days of possession of your new home. For example, if your home's date of possession is November 8, 2012, you can submit your 30-Day Form between November 9, 2012 and December 8, 2012. When the deadline date ends on a holiday or weekend, the deadline is extended to the next business day, which is the case with this example.

We recommend that you fill out and submit a 30-Day Form on or about the 25th day after your home's date of possession. On this Form, **you must** include items that were listed on your Pre-Delivery Inspection Form that have not yet been addressed, as well as new items that you have discovered since taking possession of your home. **Ensure you reference the Construction Guidelines to ensure it is a warrantable item.**

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 we do 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 us of outstanding warranty items.

**ENSURE YOU FORWARD A COPY TO YOUR BUILDER WITH PICTURES SO
TRADES AND SERVICE TECHS CAN COME PREPARED**

**REMEMBER HOME MAINTENANCE IS THE HOMEOWNERS RESPONSIBILITY AND
WEAR AND TEAR IS NOT COVERED UNDER THE TARION WARRANTY. SOME
ITEMS ARE AFFECTED BY MOISTURE, SEASONAL CHANGES AND
SETTLING/SHIFTING AND ARE NOT COVERED BY TARION**

1 Year-End Form

Use the Year-End Form to notify Tarion of outstanding warranty items during the last 30 days of the first year of possession of your new home (with the submission deadline being the anniversary of your home's date of possession).

For example, if your home's date of possession is November 18, 2015, you may submit a Year-End Form to us between October 19, 2016 and November 18, 2016.

If the deadline falls on a holiday or weekend, the submission period is extended to the next business day.

You may submit only one Year-End Form, so be sure it is complete. Tarion will only accept and act on the first Year-End Form that has been properly submitted on time.

Ensure you reference the Construction Guidelines to ensure it is a warrantable item.

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The Second-Year Form

Use the Second-Year Form to notify Tarion of outstanding warranty items covered by the two year warranty or the major structural defect warranty that occurs during the second year of possession.

For example, if your home's date of possession is November 8, 2012, you may submit a Second-Year Form to us at any time between November 8, 2013 and November 7, 2014.

Second-Year Forms may be submitted to Tarion anytime during this period and as often as required.

This form can be used to make claims for defects under Tarion's two year and MSD warranties.

Ensure you reference the Construction Guidelines to ensure it is a warrantable item.

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The Major Structural Defect Form

At any time during the third year of possession of your new home, but no later than seven years from the date of possession, you may make a claim regarding any MSD items directly to Tarion using the Major Structural Defect Form.

For example, if your home's date of possession is November 8, 2012, you may submit a Major Structural Defect Form beginning on November 8, 2014 through until November 7, 2019.

Ensure you reference the Construction Guidelines to ensure it is a warrantable item.

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What Happens After a Form is Submitted?

Submission of a Statutory Warranty Form triggers a specific process and series of time periods, as described below.

Note: All time periods below are subject to the December 24 to January 1 (inclusive) Holiday Period. In addition, where a time period ends on a weekend or holiday, it is extended to the end of the next business day that is not a holiday (i.e., where the time period to submit a 30-Day Form ends on a Saturday or Sunday, it will be extended to end on the next Monday where Monday is not a holiday).

The Initial Builder Repair Period

Submission of a 30-Day, Year-End and/or Second-Year Form triggers the builder's initial 120-day repair period as follows:

1. The builder repair period for the 30-Day Form begins 31 days following the date of possession. If, for example, your home's date of possession is November 8, 2012, the builder repair period for warranted items listed on your 30-Day Form would begin on December 9, 2012.
2. The builder repair period for the Year-End Form begins on the anniversary of the date of possession.

So, for example, if your home's date of possession is November 8, 2012, the builder repair period for warranted items listed on your Year-End Form would begin on November 8, 2013.

3. The builder repair period for warranted items listed on your Second-Year Form begins on the day after Tarion receives the Form.

Important Notes About Repairs

Provide Reasonable Access to Your Builder: When necessary work is required, be sure to give your builder and their tradespeople access to your home during normal business hours, at a time mutually agreed upon in advance. Failure to do so may jeopardize your warranty rights. If you feel there is a valid reason for denying your builder access to your home, please contact Tarion for guidance.

Document the Situation: Taking pictures of an item before and after repairs are completed is a good practice to follow, and will make things easier to resolve if differing opinions arise.

Know What You're Signing: While it is fair for your builder to ask you to sign an acknowledgement that work has been done, your builder cannot require you to sign a document indicating that you are satisfied or agree with a resolution.

Do Not Make Changes to Repairs: It is important that you do not attempt to further resolve an issue after it has been repaired by your builder. Warranty coverage on an item may be voided if it is determined that a homeowner in some way altered the builder's work.

Your Time Period to Request Tarion's Involvement

If your builder does not complete or otherwise resolve items that you believe are warranted by the end of the 120-day period, you will have 30 days to request a Tarion conciliation inspection. You can book an inspection online through your MyHome account, or by contacting us. You must provide a deposit of \$282.50 (\$250 + HST), which will be refunded to you if we determine that one or more items we inspect are covered by warranty. To encourage resolution of disputes, we have introduced a \$1,000.00 charge for builders when we conduct a conciliation and determine that one or more items are warranted.

If you do not request a conciliation during this time, Tarion will consider all of the items listed on your Statutory Warranty Form to have been withdrawn.

Early Intervention Process

During the builder repair periods, you may contact Tarion for an early intervention if you are having trouble resolving warranty issues with your builder. Some situations where you may wish to request an early intervention include disputes over warranty obligations and coverage, difficulties scheduling repairs or not receiving responses to your enquiries, or instances of intimidation or harassment.

The Builder's Second Repair Period

After you request conciliation, your builder will have 30 days from the day that the request was made to repair or otherwise resolve the outstanding warranted items described on the Statutory Warranty Form.

Tarion Conciliates the Matter

If the repairs are not completed by the end of the 30 days described above, Tarion will conduct the scheduled conciliation inspection with you and your builder present, and will send you a report of our findings within 30 days. The report will outline which items your builder must resolve under the terms of the statutory warranty and list those that are not covered. There may be items which require further investigation, and if so, you will be notified. Your builder will, in most cases, be given 30 days after the date of the report to resolve any warranted items.

The time period given to your builder may be extended beyond 30 days in certain situations, including where the repair will be affected by the weather, or where the materials required for

the repair are unique and additional time is reasonably required to obtain them. If there is at least one warranted item, your \$250 deposit (plus HST) will be refunded to you.

Builder Consequences

If Tarion decides that conciliation could have been avoided had the builder honoured his/her warranty obligations within the builder repair periods, and if no exceptions apply, then there is a consequence to the builder for an unnecessary conciliation. This consequence is called a **chargeable conciliation**. When Tarion makes the decision that a conciliation is chargeable, the builder must reimburse Tarion for conducting the conciliation, and the builder's record in Tarion's Ontario Builder Directory is updated to reflect that the builder has received a chargeable conciliation.

There are some exceptions that may cause a conciliation to be not chargeable for the builder. Some examples include situations where a homeowner did not provide the builder with reasonable access to complete repairs, refused a reasonable cash settlement, or demonstrated prior satisfaction with a resolution.

For more information on how Tarion determines whether conciliations are chargeable, please refer to [Builder Bulletin 20](#).

Final Resolution

Tarion will contact you 30 days after the date of the report to confirm that all the warranted items listed in the report have been repaired or otherwise resolved. If any of the items remain outstanding at that time, Tarion will work with you directly to resolve them.

Homeowner Checklist

The following is a checklist that highlights your key responsibilities during the conciliation process:

- You are expected to act in a respectful, courteous and cooperative manner in all aspects of the claims process.
- You will facilitate a more favourable resolution by allowing the builder (and its trades, suppliers, subcontractors) reasonable access to your home during business hours (Monday to Friday, 8:00 a.m. to 5:00 p.m.) to investigate and remedy defects.
- You must follow the process in good faith to allow for a reasonable and timely resolution of defective items.
- You are expected to be fair and reasonable in arrangements to schedule repairs. This includes responding to scheduling requests, allowing access during business hours, and working fairly with the builder to arrange repair opportunities within the repair periods. If there are scheduling issues that cannot be resolved, you are encouraged to contact Tarion.

If you do not allow the builder a reasonable opportunity to resolve items during the prescribed repair periods, you may jeopardize the warranty coverage for those items.

- You should use the Ontario Building Code and Tarion's [Construction Performance Guidelines](#) as primary resources when determining if the defects in question are covered under the warranty.
- You must properly clarify all items when asked by the builder or his representative.
- You will advise the builder as soon as possible if a repair made by the builder has failed or is considered inadequate.
- You must request a conciliation if warranted items are not resolved by the builder during the repair periods and/or to your satisfaction in order to continue with the warranty process for that claim form.

For more information on each party's role in this process, please refer to [Builder Bulletin 20](#), Appendix C.

Exceptions in Case of Emergency

Certain severe conditions constitute an emergency situation. An emergency is defined as any warrantable deficiency within the control of the builder that, if not attended to immediately, would likely result in imminent and substantial damage to the home, or would likely represent an imminent and substantial risk to the health and safety of its occupants. Examples of emergency situations include:

1. Total loss of heat between September 15 and May 15;*
2. Gas leak;*
3. Total loss of electricity;*
4. Total loss of water supply;*
5. Total sewage stoppage;*
6. Plumbing leakage that requires complete water shut-off;
7. Major collapse of any part of the home's exterior or interior structure;
8. Major water penetration on the interior walls or ceiling;
9. A large pool of standing water inside the home; or
10. Any situation where, in the opinion of Tarion, the home is uninhabitable for health or safety reasons.

* Emergency situations due to the failure of a municipality or utility to provide the service are not within the builder's control.

What to do in an Emergency Situation

1. Call the emergency contact telephone number provided by the builder. (Condominium owners should also contact the condominium corporation's Board of Directors and/or the Property Manager).
2. If you are unable to reach the builder or if the builder does not correct the situation within 24 hours, the homeowner should contact Tarion for further assistance.
3. If damage to builder installed materials results, do not repair it. If you cannot reach Tarion or your builder, and have no other option but to have the work completed, you or a contractor should correct the emergency condition only and document the problem with pictures, both before and after if possible.
4. Submit an Emergency Form to Tarion as soon as possible after completing the repair with a copy to your builder. Forms are available by calling Tarion. Include all receipts/invoices for work and materials.

If the builder is responsible for the emergency item, they will handle any resulting damage within 30 days of the homeowner's notice to them and Tarion. If the builder fails to repair the resulting damage, Tarion will work with the homeowner directly to settle the matter.

Seasonal Warranty Items

Seasonal warranty items involve service requests regarding the exterior of the home which cannot be repaired effectively within the timelines set out in the Homeowner Information Package due to regular seasonal conditions and/or severe sustained weather.

The period from May 1 to November 15 is generally considered to have suitable weather conditions for making such repairs. In high-rise and low-rise condominium projects, these items are more likely to affect the common elements warranty and if so, would be handled by the condominium corporation's Board of Directors.

These items include:

- Exterior painting;
- Exterior cement/concrete work
- Exterior mortar work (including brick installation/repair);
- Exterior stucco work/repairs (including repairs to exterior insulation finishing systems [EIFS]);
- Exterior caulking;
- In-ground support for decks; and
- Any other exterior work deemed appropriate by Tarion (but not including air conditioning, grading, sod, driveways and walkways which are covered separately below).

Seasonal warranty items should be reported on a 30-Day, Year-End or Second-Year Form, as appropriate. They will be dealt with according to the timelines set out in the Homeowner Information Package subject to suitable weather conditions as described above. If the builder cannot correct a seasonal warranty item within the required timelines due to unsuitable weather conditions, they must complete the repairs as soon as possible after suitable weather conditions return and in any event between the following May 1 and September 1.

If for any reason the builder does not complete the repairs to the homeowner's satisfaction, the homeowner has 30 days (until October 1) to contact Tarion and request our assistance. If the homeowner does not do so, the seasonal warranty items listed on the Warranty Service Form will be considered resolved and the matter will be closed. (Note that the homeowners may resubmit the item at a later date if the warranty covering the item is still in effect).

Special Seasonal Warranty Items

The completion of the new home's final grading, landscaping (laying sod, etc.) and the installation of driveways, patios and walkways are considered special seasonal warranty items. (In a high-rise or low-rise condominium, these items are more likely to affect the common elements warranty and if so, would be handled by the condominium corporation's Board of Directors).

The builder has 270 days of "seasonable weather" from the date of possession to complete any warrantable special seasonal items reported on a 30-Day or Year-End Form (unless a longer period within the time limits permitted under applicable municipal agreements was negotiated between the builder and the homeowner).

"Seasonable weather" is the period between May 1 and November 15 (inclusive) of any given calendar year. There are 199 days of seasonable weather in one calendar year. For details and examples on how to calculate "seasonal weather" days, please refer to Builder Bulletin 42.

If the item is not installed or the repair is not completed by (i) the 270th day of seasonable weather from the date of possession; (ii) another date agreed between the homeowner and the builder, granting the builder a longer period; or (iii) the date permitted for such installation by any applicable municipal agreement if earlier than the date agreed between the homeowner and the builder, then the homeowner may contact Tarion and request an assessment within 30 days. If the item is determined to be warrantable, Tarion will work with the homeowner directly to settle the matter.