



## INSPECTIONS AND SERVICE REQUESTS

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Your home has been constructed in accordance with the criterion prescribed by the National Building Code of Canada, the BC Building Code and Municipal Bylaws. As an assurance of our commitment to the integrity of our product, warranties are provided to you the homeowner. Our care process is set up to facilitate warranted items in the most efficient manner, with minimal inconvenience to you the owner. Our determination of warrantable items is backed by Travelers Canada and is based on the guidelines set out by the Homeowner Protection Act.

No home is maintenance free. Proper and timely maintenance can extend the life of many of the components and systems incorporated in your new home and help you to protect your investment. Should you have a question regarding a possible deficiency or warranty item, please review the maintenance manual provided in Section 29 of this manual.

Prior to the possession of your new home, you completed a deficiency walk-through with a representative of Kang and Gill Construction Ltd. It is important that you retain a copy of the deficiency list for your records. Kang and Gill Construction Ltd. is responsible to resolve any defects, cosmetic or otherwise noted during the deficiency walk-through. Please note that was your only opportunity to obtain service on cosmetic defects. Repair of subsequent cosmetic damages (chips, scratches, dents, cuts, smears, smudges, drips, bumps, etc.) is hereinafter the responsibility of you, the homeowner.

During the next six months after possession it is recommended that you document any concerns you may have as you identify them. It is then recommended that you contact Kang and Gill Construction Ltd. (BY EMAIL) with a list of any concerns you may have six months after the possession of your home. Upon receipt, a representative of Kang and Gill Construction Ltd. will contact you to set up an appropriate time to inspect the claim, determine responsibility, and provide a proper course of repair. **Note: all inspections and repairs are completed during regular business hours.**

Kang and Gill Construction Ltd. is responsible to resolve any items related to material and / or labour defects as defined by the Residential Construction Performance Guide provided by the Homeowner Protection Office. Kang and Gill Construction Ltd. is not responsible for items pertaining to weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards, and / or damage made by an owner or third party. If you are not in agreement with the corrective measures taken or the standards, Travelers Guarantee or the Homeowner Protection Office will be happy to assist you.

Throughout the first year, your home will generally experience some settlement/shrinkage of the building components (particularly the wood framing materials) which could result in minor cracking of drywall or other possible flaws. It is recommended that you contact Kang and Gill Construction Ltd. (BY EMAIL) 30 days before the one year anniversary of your completion date. This will allow for the majority of the settlement to occur and will ensure the best possible repair.

Email: [INFO@KANGANDGILL.COM](mailto:INFO@KANGANDGILL.COM)

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## SERVICE PROCEDURES

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Your cooperation and effort to understand our policies and procedures will ensure your satisfaction. Please note the following important points:

- Read your Homeowner Manual to understand your responsibilities.
- Review your warranty documentation, as well as your Warranty Certificate from Travelers Canada.
- Take note of your Warranty Commencement date - it is the date you take possession of your home.
- Kang and Gill Construction Ltd. provides a one (1) year materials and labour warranty which includes all drywall repairs due to shrinkage and settlement of your new home.
- All service requests must be submitted to Kang and Gill Construction Ltd. in writing via mail or via email at: [info@kangandgill.com](mailto:info@kangandgill.com)
- Service requests must be sent prior to the expiration date of your warranty. Any requests received after the expiration of your warranty will not be processed.
- Do NOT give service requests to realtors or construction personnel. These requests may go astray. We will be able to better serve you if all service requests are directed in writing to the Customer Care Department.
- A Customer Care representative will reply in writing stating either:
  - The warrantable items will be remedied.
  - The items will not be remedied pursuant to the warranty and the rational for such a decision.
  - The items require further investigation to determine if they are warrantable.
  - To contact a sub-trade to have the item repaired.
- To complete the scope of work, you will be required to provide access to your home during normal business hours. This may require you to reschedule your time. Failure to provide such access may void your warranty in this regard.
- If a reasonable amount of time (10 business days) has passed and you have not been notified regarding the necessary service work, contact our Customer Care Department in writing and we will follow-up.
- Contractors are only authorized to complete scheduled work. They will not perform additional tasks.



## YOUR ROLE AS A HOMEOWNER

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Your role during the first year is very important. There are four things to ensure to make certain your warranty serves you well.

- Read all operation manuals that were supplied with your new home. It is recommended although not essential that you fill out any warranty cards that were provided with the appliances.
- It is suggested that you do not redecorate your walls with products such as wall coverings until the end of the first year. This will enable you to identify problems such as shrinkage cracks in the drywall and all Kang and Gill Construction Ltd. to make appropriate repairs. Of course, you should feel free to paint and otherwise decorate your home as you wish.
- Use and maintain all equipment properly as recommended in their respective manuals. This is especially true in regard to your humidity control, kitchen fans and other moisture control devices within your home.
- If you wish an item to be covered by your warranty and corrected by Kang and Gill Construction Ltd., please do not attempt the repairs yourself, or contract anyone else to do the work. Please note this does not apply to very minor paint or drywall flaws that are not covered by your warranty. You can correct these at any time.

## OWNER'S DUTY TO MITIGATE AND MAINTAIN

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As per Section 28 of the Manual and your Travelers Guarantee 2-5-10 Home Warranty Certificate, you are required to maintain your new home and mitigate any damage to your new home, including damage caused by defects or water penetration.

You must take all reasonable steps to restrict damage to your new home if the defect requires immediate attention.

For defects covered by Travelers Guarantee, the duty to mitigate is met through timely notice in writing to Kang and Gill Construction Ltd. and Travelers Guarantee.

An owner's duty to mitigate survives even if:

- The new home is unoccupied.
- The new home is occupied by someone else other than the homeowner.
- Water penetration does not appear to be causing damage.
- The owner advises the strata corporation about the defect.

Unfortunately, if a defect occurs or is made worse due to an owner's failure to follow the maintenance procedures provided, or to mitigate any damage, it will be excluded from warranty coverage.



## WARRANTY EXCLUSIONS

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The Warranty does not cover the following:

- weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
- normal shrinkage of materials caused by drying after construction;
- any loss or damage which arises while the new home is being used primarily or substantially for non-residential purposes;
- materials, labour, or design supplied by an owner;
- any damage to the extent that it is caused or made worse by an owner or Third Party, including:
  - negligent or improper maintenance or improper operation by anyone other than the builder or its employees, agents, or sub-contractors,
  - failure of anyone, other than the builder or its employees, agents, or sub-contractors, to comply with the Warranty requirements of the manufacturers of appliances, equipment, or fixtures,
  - alterations to the new home, including the conversion of the non-living space into living space or the conversion of the new home into two (2) or more units, by anyone other than the builder or its employees, agents, or sub-contractors while undertaking their obligations under the sales contract, and,
  - changes to the grading of the ground by anyone other than the builder or its employees, agents, or sub-contractors;
- failure of an owner to take timely action to prevent or minimize loss or damage, including the failure to give prompt notice to Travelers Guarantee of a Defect or discovered loss or a potential Defect or loss;
- any damage caused by insects or rodents and other animals, unless the damage results from non-compliance with the Building Code by the builder or its employees, agents, or sub-contractors;
- accidental loss or damage from acts of nature including, but not limited to, fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, earthquake, avalanche, landslide, and changes in the level in the underground water table which are not reasonably foreseeable by the builder;



## WARRANTY EXCLUSIONS CONTINUED

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- bodily injury or damage to personal property or real property which is not part of the new home;
- any Defect in, or caused by, materials or work supplied by anyone other than the builder or its employees, agents, or sub-contractors;
- changes, alterations, or additions made to the new home by anyone after initial occupancy, except those performed by the builder or its employees, agents, or sub-contractors under the construction contract or sales agreement, or as required by *Travelers Canada*;
- contaminated soil;
- subsidence of the land around the new home or along utility lines, other than subsidence beneath footings of the new home or under Driveways or Walkways;
- diminution in the value of the new home;
- landscaping, both hard and soft, including plants, fencing, detached patios, gazebos and similar structures;
- non-residential detached structures including sheds, garages, carports or outbuildings, or any structure or construction not attached to or forming an integral part of a multi-unit building or the new home;
- any commercial use area and any construction associated with a commercial use area;
  - roads, curbs, and lanes;
  - site grading and surface drainage, except as required by the Building Code;
  - the operation of municipal services, including sanitary and storm sewer;
  - septic tanks or septic fields;
  - the quality or quantity of water, either from a piped municipal water supply or from a well;
  - damage caused or made worse by the failure of an owner to take reasonable steps to mitigate any damage.