



MEASURES TO BE TAKEN FOR YOUR CONDO

THE GUARANTEE PLAN

FOR NEW RESIDENTIAL BUILDINGS

Québec 

This informational document has been prepared by the Direction de la planification et du développement de la Régie du bâtiment du Québec (RBQ) and published with the collaboration of the personnel of the RBQ's Direction des communications.

The partial or complete reproduction of this document is authorized on the condition that the source is identified.

This document is also available at the RBQ's Web site:

www.rbq.gouv.qc.ca.

Legal deposit – 2012

Bibliothèque et Archives nationales du Québec

ISBN (printed): 978-2-550-50282-1

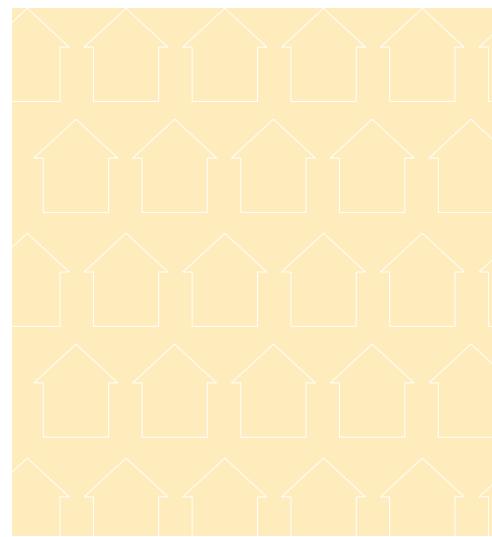
ISBN (on line): 978-2-550-50283-8

© Gouvernement du Québec, 2012



TABLE OF CONTENTS

1. PRESENTATION	1
2. WHO MAY OFFER THE MANDATORY GUARANTEE PLAN?	4
3. THE GUARANTEE CONTRACT	5
4. BUILDINGS COVERED BY THE MANDATORY GUARANTEE PLAN	6
5. DEFINITIONS AND OTHER USEFUL NOTIONS	7
6. THE INSPECTION BEFORE ACCEPTANCE OF THE BUILDING	9
6.1. Acceptance of the private portion	9
6.2. Acceptance of the common portions	10
7. COVERAGE AND BENEFITS PROVIDED	12
7.1. Applicable coverage BEFORE acceptance of the building	12
7.2. Applicable coverage AFTER acceptance of the building	14
7.3. Benefits	16
8. PROCEDURE FOR MAKING A CLAIM	18
8.1. For coverage BEFORE acceptance of the building	18
8.1.1. Reimbursement of partial payments or completion of work	19
8.1.2. Reimbursement of relocation, storage, and moving costs	21
8.2. For the completion of work or the repair of defects or poor workmanship AFTER acceptance of the building	22
9. RECOURSE	24
9.1. Mediation	24
9.2. Arbitration	25
10. EXCLUSIONS FROM THE GUARANTEE PLAN	29
11. RESPECTING PLAN TIME LIMITS	31
PRE-ACCEPTANCE INSPECTION CHECKLISTS	33
For the private portion	33
For the common portions	38
TO CONTACT THE RÉGIE DU BÂTIMENT DU QUÉBEC	44
AUTHORISED PLAN MANAGERS	44
PROFESSIONAL ORDERS FOR BUILDING INSPECTION	45
AUTHORISED ARBITRATION BODIES	46





1. PRESENTATION

Have you decided to buy a new property held in divided co-ownership (“condo”)?

In 1999, the Québec government made the **Guarantee Plan for New Residential Buildings** mandatory for certain buildings.

Anyone who acquires a building covered by this guaranteed governmental plan automatically has the right to the prescribed guarantee. This guarantee plan is intended to ensure the execution of certain legal and contractual obligations on the part of your contractor. It differs from private guarantee plans offered on the market, particularly because it is **mandatory** and that its terms and conditions are stipulated in the Regulation respecting the Guarantee plan for new residential buildings, enforced by the Régie du bâtiment du Québec (RBQ). In addition, the guarantee is transferable to any subsequent buyer.

This informational document includes modifications introduced by the Regulation modifying the Regulation respecting the guarantee plan for new residential buildings that came into effect on February 23, 2006 and August 7, 2006.



This brochure describes the main elements of the mandatory guarantee plan, namely:

- Buildings covered by the guarantee;
- Coverage and benefits provided for each type of building;
- Procedures to follow to make a claim;
- Possible recourses.

It is important that you familiarise yourself with this informational document and that you be vigilant throughout the course of your project. After having read this brochure, you will have the necessary information to establish a good relationship with your contractor and, if necessary, to make sure that your rights are respected by your contractor and your guarantee plan manager authorised by the RBQ. Contact information for the three authorised plan managers can be found on page 44 of this brochure.

Please note that an informational document has been prepared for both categories of buildings covered by the guarantee plan, those being, on one hand, buildings held in divided co-ownership (“condos”), and, on the other, buildings not held in divided co-ownership. This informational document targets buildings that are held in divided co-ownership (“condos”).

In the event of problems with the interpretation of this brochure, the **guarantee contract** referred to in section 3 and especially the **Regulation respecting the Guarantee plan for new residential buildings** remain the official sources of reference. Any mention of the guarantee plan in this brochure refers to the mandatory guarantee plan mentioned above. The Regulation respecting the Guarantee plan for new residential buildings can be accessed at the RBQ web site (www.rbq.gouv.qc.ca).

ADVERTISEMENT OF THE MANDATORY GUARANTEE PLAN

NO MATTER WHAT NAME IS GIVEN TO THE MANDATORY GUARANTEE PLAN BY INDIVIDUAL PLAN MANAGERS, THE CONTENT OF THE GUARANTEE PLAN AUTHORISED BY THE RBQ IS THE SAME.

ANY PLAN MANAGER AUTHORISED TO ADMINISTER THE MANDATORY GUARANTEE PLAN MUST CLEARLY DISTINGUISH, IN THEIR ADVERTISING, THE MANDATORY PLAN FROM ALL OTHER PRIVATE GUARANTEE PLANS OFFERED ON THE MARKET.

ALL PLAN MANAGERS MUST ALSO STATE IN THEIR ADVERTISING THAT THE MANDATORY GUARANTEE PLAN IS APPROVED BY THE RÉGIE DU BÂTIMENT DU QUÉBEC AND THAT THIS PLAN ENSURES FINANCIAL PROTECTION REGARDING A PORTION OF THE CONTRACTOR'S LEGAL AND CONTRACTUAL OBLIGATIONS.





2. WHO MAY OFFER THE MANDATORY GUARANTEE PLAN?

A contractor who would like to sell or construct a building that must be covered by the guarantee plan must be accredited by one of the three plan managers authorised by the RBQ and hold a general contractor's license with the sub-category 1.1.1 or 1.1.2.

Before signing a contract for the construction of your residence, make sure that your contractor is indeed a holder of this license. In order to do this, you can communicate with the guarantee plan manager. You can also consult the RBQ Contractors' Index (www.rbq.gouv.qc.ca) or contact the Centre de relation clientèle. The contact information for these resources is provided on page 44.



3.

THE GUARANTEE CONTRACT

IMPORTANT NOTE

YOU CANNOT RENOUNCE YOUR RIGHT TO THIS MANDATORY GUARANTEE, EVEN IF YOU SIGN A DOCUMENT STATING SO.

MOREOVER, EVEN IF THE ACCREDITED CONTRACTOR HAS NOT REGISTERED YOUR CONDO WITH A PLAN MANAGER OF THE MANDATORY GUARANTEE PLAN, IT IS STILL COVERED BY THE GUARANTEE.

RECOMMENDATION

IN ORDER TO AVOID UNPLEASANT SURPRISES, IT IS IMPORTANT TO SPECIFY THE METHOD OF CALCULATION FOR THE AREA OF YOUR PRIVATE UNIT WITHIN THE SALES CONTRACT OR JOB CONTRACT.

Your contractor must give you a signed copy of the appropriate guarantee contract for the new property held in divided co-ownership (“condo”). You are required to respect the obligations outlined in the contract beginning only at the moment that you are in possession of a duplicate of the duly signed contract.

This contract contains all of the details about the coverage offered by the guarantee plan, procedures for making a claim, and available recourses in case of a problem with your contractor. Do not forget to refer to your contract if necessary.

In addition, the guarantee contract must state, particularly, the following:

- The name and address of the buyer and the contractor;
- The date and address of the location where the contract is signed by the contractor;
- The description of the building covered by the guarantee;
- The name, address, and telephone and fax numbers of the plan manager;
- The contractor’s accreditation number and license number and the words “licensed by the Régie du bâtiment du Québec”;
- The mandatory nature of the guarantee.

The guarantee contract must also bear the inscription “Approved by the Régie du bâtiment du Québec” as well as the number and the date of the Régie’s decision.



4. BUILDINGS COVERED BY THE MANDATORY GUARANTEE PLAN

The guarantee does not apply to every type of new residential building. These are the buildings that are covered in the category of buildings held in divided co-ownership:

- A detached, semi-detached, or row-type single-family dwelling;
- A multifamily building of combustible¹ construction;
- A multifamily building of noncombustible² construction held in divided co-ownership and comprising no more than 4 private portions ("condo" units) stacked one above the other.

REMEMBER

THE MANDATORY PLAN
APPLIES STRICTLY TO
ENTIRELY NEW BUILDINGS.

¹ Combustible construction usually describes a wood-framed structure that does not meet the established requirements for noncombustible construction.

² Noncombustible construction describes a type of structure in which a certain degree of fire safety is ensured due to the use of noncombustible materials for structural elements and other components.



5. DEFINITIONS AND OTHER USEFUL NOTIONS

DEFINITIONS

Building: The building itself, including the installations and equipment necessary for its use, specifically, the artesian well, connections with municipal or government services, the septic tank and its absorption field and the subsoil drain.

Beneficiary: Any person that enters into a contract with a contractor for the sale or construction of a new residential building covered by the guarantee. In the case of a building held in divided co-ownership, the co-owners' syndicate, as a representative of the co-owners, is the beneficiary for the construction of the common portions.

End of work on the common portions: The date on which all of the contractor's work agreed upon in writing with the beneficiary and related to the common portions of the building are completed and the building is ready to be used for its intended purpose.

End of work on the private portions: The date on which all of the contractor's work agreed upon in writing with you and related to your private portion are completed or, at the latest, the date of the end of work on the common portions.

Completion of work (or work to be completed): The completion of work related to the building and provided for in the original contract between you and the contractor and the completion of extra work agreed upon in writing between the parties.

Common portions: Portions that are considered to be the property of all of the co-owners and that, for the application of this regulation, make up part of the building. Certain of these common portions can, however, be used exclusively by one beneficiary.

Building professional: An architect, engineer, or technologist that is a member of a professional order and who has been trained in the area of engineering or construction.

The act, a copy of which: The act, a copy of which is sent to every known beneficiary, to the co-owners' syndicate, and to the contractor, by which a building professional chosen by the syndicate declares the date of the end of work on the common portions, under the reserve, if applicable, of minor work to be completed that he/she has indicated. This declaration takes place following the reception of an end-of-work notice sent by the contractor to every known beneficiary and to the co-owners' syndicate.

Acceptance of the private portions: The act by which you declare acceptance of your private portion, which is ready to be used for its intended purpose. This act indicates, if necessary, work to be completed or corrected.



OTHER USEFUL NOTIONS

Common trade practices: All recognised, approved, or sanctioned construction techniques and practices. These practices are of an evolutionary nature since construction methods, equipment, and materials are constantly evolving.

They can be found, for the most part, in the following documents:

- instructions or guides furnished by the manufacturers of equipment or materials used in the construction of buildings;
- norms or standards published by standardisation organisations;
- laws or regulations containing mandatory instructions related to the structure to be built;
- scientific or technical publications used in teaching professions or trades, or that are used to spread the most up-to-date knowledge.

Defects or poor workmanship: Work that is poorly done or not carried out properly according to applicable norms. These norms can be found in the contractual conditions and in common trade practices (see above, the notion of “**common trade practices**”). These defects in workmanship differ from latent defects and faulty design, construction, or production of the work by their degree of seriousness: they are **minor** defects. If they are apparent, they must be identified in the document that you fill out at the time of the pre-acceptance inspection of your building.

Latent defects: **Serious**, non-apparent defects in construction that date back to before the acquisition of your building but were unknown to you at the time of this acquisition. These defects must be declared in writing to the contractor and to the plan manager within a reasonable amount of time, at the latest six months after their discovery.

Faulty design, construction, or production of the work, or the unfavourable nature of the ground: **Serious** defects, apparent or not at the time of acquisition of your building, affecting its solidity or causing serious risks.



6. THE INSPECTION BEFORE ACCEPTANCE OF THE BUILDING

The acceptance of a building is an important act that determines the beginning of certain guarantees, as you will see further in this document. For a property held in co-ownership, it is done in two phases: the acceptance of your private portion and the acceptance of the common portions. Here is a closer look.

6.1. ACCEPTANCE OF THE PRIVATE PORTION

Before accepting your private portion, you must complete an inspection in the company of your contractor using a **pre-established checklist** that the contractor must provide to you. Once this inspection has been completed, you have three days to complete the list if you have not yet moved in.

This checklist is supplied by the guarantee plan manager and it must bear the inscription “Approved by the Régie du bâtiment du Québec”. The checklist for private portions has been reproduced on page 33.

BE VIGILANT!

Using this list, you must completely inspect your private portion and take note of the quality and level of completion of the work that has been done. You must verify whether or not all of the work agreed upon in writing with the contractor has been done and make a list of those things that will have to be completed or corrected. Pay particular attention to any extra work that you have requested of your contractor. **Make a list of all elements to be completed or corrected**, for example, a door that has not been properly adjusted, a scratch in the bathtub or shower, etc.

If you do not have a good knowledge of construction, **it is in your best interest to be accompanied during this very important step** by a trained professional (see on page 45 the contact information for professional inspection orders) or by an experienced person of your choice. In the whirlwind of an upcoming move, a second opinion can be very useful in finding all work that needs to be completed or corrected

If you are not in agreement with your contractor about the work to be completed or corrected, clearly indicate this on the list provided for the inspection. Above all, do not hesitate to talk to or question your contractor.

ONCE THE LIST IS FILLED OUT, YOU MUST SIGN IT AND KEEP YOUR COPY IN A SAFE PLACE WHERE YOU CAN FIND IT. YOUR CONTRACTOR WILL THEN HAVE TO BEGIN THE COMPLETION AND CORRECTION OF THE WORK INDICATED ON THIS LIST.

6.2. ACCEPTANCE OF THE COMMON PORTIONS

The first step in the normal process of the acceptance of the common portions is the transmission, by the contractor, of an end-of-work notice to the co-owners' syndicate and to every known beneficiary (co-owner). The work must be complete at this time leaving only **minor** work to be done, meaning small-scale work such as the installation of a light fixture or a missing piece of hardware.

Once the end-of-work notice from the contractor has been received, the syndicate must choose a building professional (an architect, engineer, or technologist; see page 45) to carry out the inspection of the common portions as soon as possible (if this is not done, the rule regarding the presumption of acceptance may apply, given the 4 conditions listed below in this document). This inspection is to be done jointly by the professional, the contractor, and the syndicate using a pre-established checklist that is furnished by the plan manager (see the checklist for common portions on page 38 of this brochure).

Following this inspection, the professional chosen by the syndicate produces a written declaration in which he/she establishes the end-of-work date and indicates, on one hand, work to be corrected, and on the other, the **minor** work that may still need to be completed. The document prepared by the professional constitutes the acceptance of the common portions.

It should be noted that if work other than minor work still needs to be done, the professional mandated by the syndicate cannot establish the end-of-work date and the acceptance does not take place. The syndicate must then request, in writing and without delay, that the contractor finish the work by sending him/her the list prepared by the professional and by sending a copy of this request to the plan manager.

If the syndicate representative or the building professional does not agree with the contractor about the work to be completed or corrected, it must be clearly indicated on the checklist provided for the inspection.

The common portions acceptance document prepared by the building professional must then be sent by the contractor to the building professional, to the syndicate, to every known beneficiary, and to all new owners when their contract is signed. The contractor must also send a copy to the plan manager, upon request.

CAUTION!

MAKE SURE YOU FOLLOW THE PROPER PROCEDURES!

The regulation provides for a mechanism that allows, under certain conditions, the guarantees related to the common portions to begin.

If, following the reception of an end-of-work notice sent by the contractor to all known beneficiaries as well as the co-owners' syndicate, the acceptance of the common portions has not been done, it will then be presumed to have taken place at the latest 6 months after the co-owners' syndicate receives the end-of-work notice, if **all of the 4 following conditions are met**:

1. The work related to the common portions has been completed;
2. The syndicate has been formed and is no longer under the contractor's control;
3. The end-of-work notice has been sent by the contractor to the syndicate (which is no longer under the contractor's control), detailing the syndicate's obligations concerning the acceptance of the common portions;
4. A period of six (6) months has elapsed since the syndicate received this notice, and the syndicate, without reason, has not proceeded to the inspection for acceptance of the common portions.

PLEASE NOTE

If any **one** of these 4 conditions is not satisfied, there is no presumed acceptance of the common portions.

If the syndicate has not received the end-of-work notice and the work related to the common portions has been completed, the syndicate must communicate with the contractor in order to obtain this notice. If the contractor does not respond to this request, the syndicate must contact the plan manager.

The syndicate representative must therefore be very vigilant about receiving the end-of-work notice from the contractor and follow the procedure outlined in order to ensure that the inspection with the professional is done according to common trade practices. In fact, certain coverage provided by the guarantee begins on the end-of-work date and other coverage begins at the time of the acceptance of the common portions.



7. COVERAGE AND BENEFITS PROVIDED

WHAT COVERAGE IS OFFERED BY THE GUARANTEE PLAN REGARDING CONDOS?

It is first necessary to distinguish what stage the construction of the building is in, because there is **applicable coverage BEFORE the acceptance** and **applicable coverage AFTER the acceptance** of your private portion and the common portions of the building.

7.1. APPLICABLE COVERAGE BEFORE ACCEPTANCE OF THE BUILDING

In the case of a **sales contract**³, the plan provides coverage for:

- partial payments made;

or

- the completion of the work where you are the holder of the ownership titles (meaning that you have signed the sales contract for your private portion and for the common portions before a notary) and where an agreement has been made with the plan manager concerning the work to be completed⁴.

In the case of a **job contract**⁵, the plan provides coverage for:

- partial payments made, on the condition that there is no unjustified profit on your part;

or

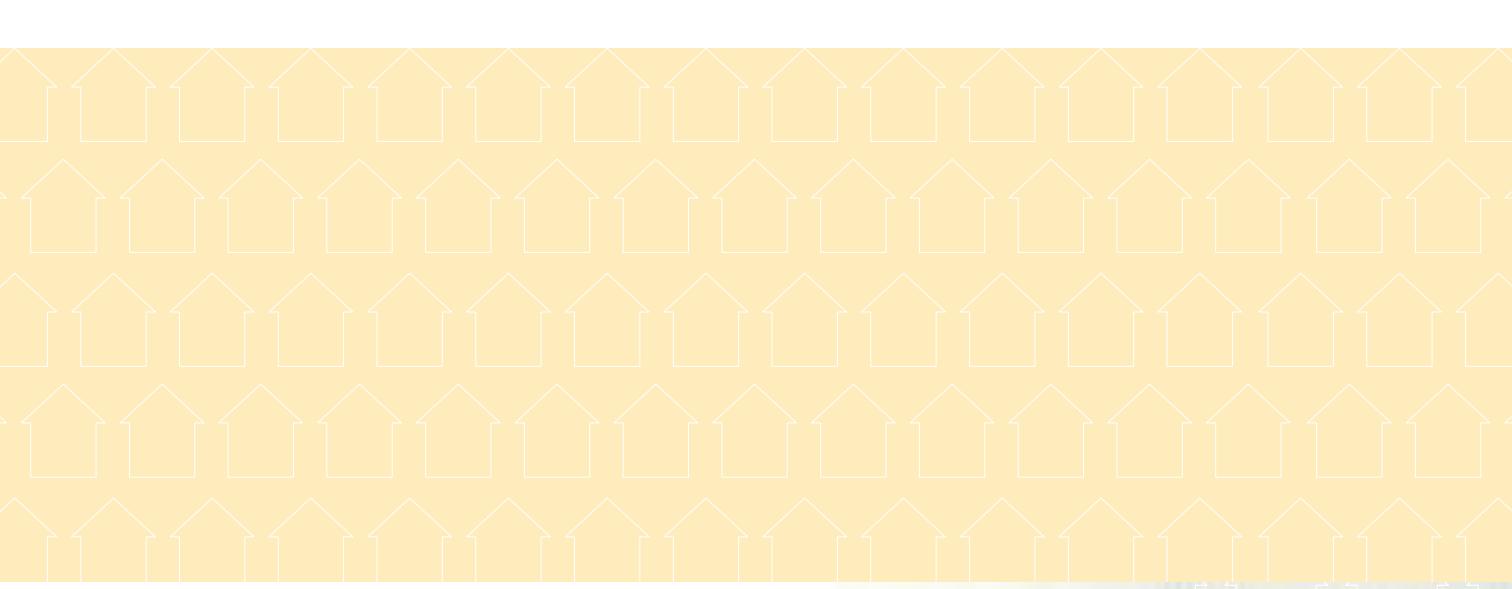
- completion of the work where an agreement has been made with the plan manager concerning the work to be completed⁶.

³ A sales contract is one signed between you and a developer or general contractor for the construction of your private portion and the purchase of the building site.

⁴ Note that recourse in mediation or arbitration is possible if an agreement has not been made between the parties.

⁵ A job contract is one signed between you and a general contractor for the construction of a building on a piece of land that you already own.

⁶ Note that recourse in mediation or arbitration is possible if an agreement has not been made between the parties.



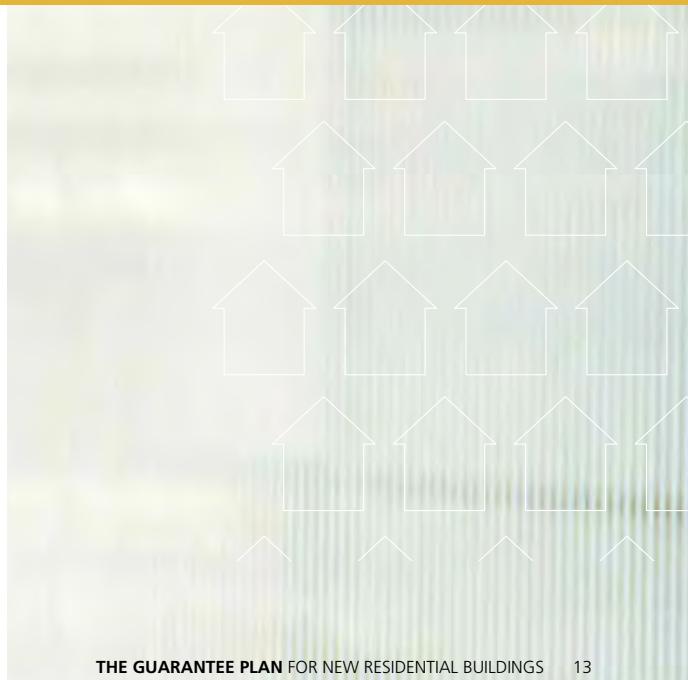
Coverage offered as well as benefits are described in detail in the guarantee contract and in the Regulation respecting the Guarantee plan for new residential buildings, which is available at the RBQ web site (www.rbq.gouv.qc.ca). It is very important to be familiar with this information.

The cost of relocation, including room and board, moving, and storage of your property is also covered in the following cases:

- The contractor did not deliver the building on the date agreed upon with you and partial payments were not reimbursed by the contractor or plan manager;

or

- You are unable to declare acceptance of your building on the date agreed upon with the contractor because the plan manager must complete the work left unfinished by the contractor.





7.2. APPLICABLE COVERAGE **AFTER** ACCEPTANCE OF THE BUILDING

After the acceptance of your private portion or the common portions, the plan provides coverage for:

1. The completion of work related to your private portion and declared in writing at the time of its acceptance. As long as you have not moved into your unit, you have three days following the acceptance of your private portion to inform your contractor in writing of work to be completed within your unit.
2. The completion of work related to the common portions and declared in writing by the building professional at the time of the acceptance of the common portions. Remember that the acceptance of the common portions cannot take place if any work other than minor work still needs to be completed.
3. The repair of apparent defects or poor workmanship listed and declared in writing at the time of acceptance of a private portion or the common portions. In addition, in the case of a private portion, if you have not yet moved in, you have three days following the acceptance of your private portion to inform your contractor in writing of certain work to be done within your unit.
4. The repair of existing poor workmanship that is not apparent at the time of acceptance of a private portion or the common portions and is discovered within one year following the acceptance. This existing and non-apparent poor workmanship must be declared in writing to the contractor and to the plan manager *within a reasonable amount of time, which cannot exceed six months after its discovery*.
5. The repair of latent defects that are discovered within three years following the acceptance of a private portion or the common portions and that are declared in writing to the contractor and to the plan manager *within a reasonable amount of time, which cannot exceed six months after their discovery*.
6. The repair of faulty design, construction, or production, or the unfavourable nature of the ground that becomes apparent within five years following the end of work on the common portions (or, if there are no common portions within the building, following the end of work on the private portion). These defects must be declared in writing to the contractor and to the plan manager *within a reasonable amount of time, which cannot exceed six months after their discovery, or in the case of gradual defects or losses, after they first appear*.



IMPORTANT: YOU HAVE 6 MONTHS AFTER THE ACCEPTANCE OF THE BUILDING TO DECLARE DEFECTS AND POOR WORKMANSHIP

You (or the co-owners' syndicate) must inform the contractor and the plan manager, in writing, of defects and poor workmanship discovered after the acceptance of your private portion (or of the common portions) **within 6 months following their discovery**. In other words, if you discover defects or poor workmanship on a certain date, **you have a maximum of 6 months to make a claim** in accordance with the guarantee plan. Be vigilant, because you run the risk of losing your guarantee if 6 months have passed and you have not declared, in writing, the defect or poor workmanship.

See the definition of the notions of "defects" and "poor workmanship" on page 8.

REPAIRS THAT ARE URGENT AND NECESSARY FOR BUILDING PRESERVATION

If you believe that actions are necessary to ensure the preservation of your private portion or of the common portions of your building and to therefore prevent further damage from happening, you or the co-owners' syndicate have the right to require the contractor or the plan manager to take these preventive actions. You may exercise this right at any time throughout the duration of your coverage. If you find yourself in a situation where you need to have these necessary and urgent preventive repairs done yourself, you could later make a claim for reimbursement from both the contractor and the plan manager by following the appropriate procedures.



7.3. BENEFITS

Each kind of coverage offered has a monetary limit. Here are the corresponding benefits:

1. Partial payments are protected up to a maximum of \$39,000.
2. Expenses incurred for the relocation, moving, and storage of your property can be reimbursed with supporting documentation, on the condition that there is no unjustified profit on your part. The maximum is \$5,500 for:
 - the reimbursement for the reasonable, actual cost incurred for moving and storage;
 - the reimbursement of the reasonable, actual cost incurred for relocation including room (accommodations) and board (food), without however exceeding the daily limit of:
 - \$85 for 1 person,
 - \$110 for 2 people,
 - \$140 for 3 people,
 - \$170 for 4 people.
3. **For a detached, semi-detached, or row-type single-family home:** The amount allocated for the completion and repair of defects and poor workmanship corresponds to the amount indicated in the contract up to a maximum of \$260,000 per dwelling unit and \$2,600,000 for the total number of dwelling units provided for in the declaration of co-ownership, provided that the units include common portions that are part of the building.
4. **For a multifamily building:** The amount allocated for the completion and repair of defects and poor workmanship corresponds to the lesser of the following two amounts:
 - the total amount of the purchase price for the private portions within the building or the total amount indicated in the job contract;

or

 - an amount equal to \$130,000 multiplied by the number of private portions within the building, never to exceed \$2,600,000.
5. Concerning the obligation of ensuring the water supply, in quantity as much as quality, the limit mentioned in item 3 above applies.

Caution: If you have signed a job contract⁷, you must make sure that you have mentioned the obligation concerning water supply in the contract signed with the contractor.

⁷ A **job contract** is one signed between you and a general contractor for the construction of a building on a piece of land that you already own.

QUESTION: PURCHASING A MODEL UNIT

How long after the construction of a model unit in a building held in co-ownership (a unit that has no buyer at the time of the end of work on the common portions) is it protected by the mandatory guarantee plan?

If the acceptance of a condo takes place by a buyer within 24 months following the end of work on the common portions, all of the guarantee plan coverage begins at the time of acceptance of the private portion, except the 5-year coverage for faulty design, construction, or production, or the unfavourable nature of the ground; this 5-year coverage begins with the end of work on the common portions, and it will be limited to the time remaining on the guarantee.

EXAMPLE

You are the first buyer of a condo located in a building in which the work on the common portions was completed a year ago. The duration of the original five-year coverage (see **section 7.2**, item 6) for faulty design, construction, or production, or the unfavourable nature of the ground is now reduced to four years. All other coverage begins at the time of the acceptance of your private portion.

AS IS!

IF FOR SOME REASON YOU MAKE AN AGREEMENT WITH THE CONTRACTOR TO BUY A PRIVATE PORTION IN ITS STATE OF COMPLETION AT THE TIME THAT THE CONTRACT IS SIGNED (MEANING THAT IT IS INCOMPLETE), THE GUARANTEE FOR THE COMPLETION OF WORK AFTER ACCEPTANCE OF THE PRIVATE PORTION **DOES NOT APPLY**.

ARE YOU SELLING YOUR CONDO?

THE GUARANTEE PLAN IS TRANSFERABLE AND THE NEW OWNER WILL BE COVERED BY THE GUARANTEE FOR THE REMAINING COVERAGE PERIOD.



8. PROCEDURE FOR MAKING A CLAIM

Every buyer hopes that the acquisition of his/her new condo will take place without any problems. Despite all of the precautions taken, it is possible, unfortunately, that a contractor does not meet his contractual obligations.

In such a case, when the work is covered by the guarantee (see **section 7**), you can make a claim in accordance with the guarantee plan. The procedure to follow varies, depending upon the time at which the problems arise.

Note that the procedure is described in detail in the **guarantee contract**. It is important to be aware of and respect the indicated time limits for making a claim.

8.1. FOR COVERAGE BEFORE ACCEPTANCE OF THE BUILDING

Claims that can be made in the event that the contractor fails to meet their legal or contractual obligations **before** the acceptance of your condo are related to the following types of coverage (see **section 7.1** for all of the details):

- The reimbursement of partial payments;
- The completion of work under the conditions mentioned;
- The reimbursement of relocation, storage, and moving costs.

8.1.1. Reimbursement of partial payments or completion of work BEFORE acceptance of the building

Here is the procedure to follow:

1. Send your claim in writing to the contractor and send a copy to the plan manager. Make sure to send it by registered mail so that you can keep the receipt as proof and therefore protect your rights.
2. At least 15 days after you send your claim to the contractor, if they have not taken action or responded to your satisfaction, you must notify the plan manager in writing about the situation, preferably by registered mail. At this point, you will have to pay \$100 to the plan manager to open a file for you; this amount will be refunded to you if your request is completely or partially accepted, or if an agreement is reached with the contractor.
3. Within 15 days after the reception of your written notice, the plan manager must write to the contractor and request that they take action and that they inform the manager of the actions they intend to take to correct the situation; the contractor has 15 days to respond.
4. Within 15 days following the expiration of the response time granted to the contractor, if they have not responded to inform the plan manager of the actions they intend to take to correct the situation, the plan manager must go on-site to do an inspection of the building, if required, given the type of claim in question.
5. Following the inspection, the plan manager has 20 days to send you by registered mail a detailed, written report in which it is confirmed whether or not the situation has been settled between you and the contractor. If it has not been settled, the plan manager makes a ruling about each of the elements presented in your claim. If the plan manager finds your claim to be well-founded, the contractor can be ordered to either reimburse your partial payments, complete or correct the work as needed, or to reimburse the cost of urgent and necessary preventive repairs to you, whichever the case may be, all within a time limit agreed upon by you.
6. In the event that the contractor fails to reimburse you, to complete or correct the work as needed, and in the absence of an appeal to mediation or a dispute of the plan manager's decision by one of the parties in arbitration, the plan manager, within 15 days following the expiration of the time period agreed upon in the preceding paragraph, carries out the reimbursement or takes charge of the completion or corrections to be made. In order to do this, the plan manager agrees upon a time limit with you and, if necessary, prepares a corrective plan and a call for bids, chooses contractors, and supervises the work to be done.



In other words, at this point in the process, if you are not yet the owner of your condo (meaning that all of the documents have not been signed before a notary), you will have the right to a reimbursement of partial payments up to a maximum of \$39,000.

On the other hand, if you hold the ownership title, the completion of the work is then possible if you and the plan manager agree on the nature and the amount of work to be completed. You can refer to section 7.3 to verify the maximum amount provided in the guarantee plan for the completion of work in each building category.

IF YOU DO NOT AGREE WITH A DECISION MADE BY THE PLAN MANAGER, YOU CAN TAKE RECOURSE AS DESCRIBED IN **SECTION 9**.

THE FOLLOWING INFORMATION MUST BE INCLUDED IN ALL DECISIONS MADE BY THE PLAN MANAGER:

- The mention that it is the decision of a plan manager;
- The name of the beneficiary(ies) of the guarantee;
- The name of the contractor with which the contract was signed;
- The address of your condo;
- The date of each inspection made following your complaint;
- The date of the final decision;
- The available means of recourse and time limits prescribed by the Regulation regarding the Guarantee plan for new residential buildings (see **section 9**);
- The contact information of the arbitration bodies authorised by the RBQ;
- The contact information for the ministère du Travail (to obtain the list of accredited mediators).

If the plan manager must intervene to complete or correct the work done, you must have your financial institution withhold the remaining amounts due for the purchase of your condo. In order to do this, you can contact a notary, a lawyer, or the plan manager; these parties can deposit the money that is still owed on your condo into a special account.

Once the work has been completed, the pre-acceptance inspection mentioned in **section 6** is then possible. This inspection will allow you to determine precisely what work needs to be completed or corrected.

PLEASE NOTE

IF THE CLAIM CONCERNS THE COMMON PORTIONS, ALL THE STEPS TO IMPLEMENT THE GUARANTEE MUST BE CARRIED OUT BY THE CO-OWNERS' SYNDICATE.



8.1.2. Reimbursement of relocation, storage, and moving costs

You have up to **90 days** after the acceptance of your condo to send a request to the contractor for the reimbursement of your incurred expenses for relocation (room and board), storage of your property, and moving.

Here is the procedure to follow:

1. You send a request for reimbursement along with supporting documentation by registered mail to the contractor. It is also recommended to send a copy of your reimbursement request to the plan manager.
2. Within 15 days after you send your request, the contractor must follow up with your claim.
3. If the contractor does not respond to your claim within this time period, you must inform the guarantee plan manager in writing, preferably by registered mail (you will find the address on page 44).
4. Within 15 days after you send this notice, the plan manager must make a **decision** regarding your claim.

IF YOU DO NOT AGREE WITH A DECISION MADE BY THE PLAN MANAGER, YOU CAN TAKE RECOURSE AS DESCRIBED SECTION 9.



8.2. FOR THE COMPLETION OF WORK OR THE REPAIR OF DEFECTS OR POOR WORKMANSHIP **AFTER** ACCEPTANCE OF THE BUILDING

Claims that can be made **after** the acceptance of your condo are related to the following types of coverage (see **section 7.2** for all of the details):

- The completion of minor work declared in writing at the time of acceptance (for the common portions);
- The completion of work on the private portion declared in writing at the time of acceptance or within three days following the acceptance if you have not moved in;
- The repair of apparent defects and poor workmanship declared in writing at the time of acceptance or within three days following the acceptance if you have not moved in;
- The repair of non-apparent defects and poor workmanship that exist at the time of acceptance and that are discovered within one year following the acceptance;
- The repair of latent defects that are discovered within three years following the acceptance;
- The repair of faulty design, construction, or production, or the unfavourable nature of the ground that are discovered within five years following the end of work.

ARE YOU EXPERIENCING PROBLEMS WITH YOUR CONDO? HAVE YOU SPOKEN TO YOUR CONTRACTOR ABOUT IT AND NOT RECEIVED ANY SATISFACTORY SOLUTIONS? YOU MUST FOLLOW THE STEPS LISTED BELOW IN ORDER TO IMPLEMENT THE APPLICABLE GUARANTEE AFTER THE ACCEPTANCE OF YOUR CONDO.

BUT BEWARE! THE TIME LIMITS FOR SUBMITTING YOUR CLAIM MUST BE RESPECTED, IF NOT, THE PLAN MANAGER COULD REFUSE IT. **BE VIGILANT!**

Here is the procedure to follow:

1. Within six months following the discovery of a defect or poor workmanship, whichever the case may be, you must declare it in writing, preferably by registered mail, to the contractor and send a copy of this declaration to the plan manager in order to preserve your right to take recourse⁸.
2. At least 15 days after you send this declaration to the contractor, if they have not taken action or responded to your satisfaction, you must notify the plan manager of the situation in writing. At this point, you will have to pay \$100 to the plan manager to open a file for you; this amount will be refunded to you if your request is completely or partially accepted, or if an agreement is reached with the contractor.
3. Within 15 days after the reception of your written notice, the plan manager must write to the contractor and request that they take action and that they inform the manager of the actions they intend to take to correct the situation; the contractor has 15 days to respond.
4. Within 15 days following the expiration of the response time granted to the contractor, if they have not responded to inform the plan manager of the actions they intend to take to correct the situation, the plan manager must go on-site to do an inspection of the building, if required, given the type of claim in question.
5. Following the inspection, the plan manager has 20 days to send you by registered mail a detailed, written report in which it is confirmed whether or not the situation has been settled between you and the contractor. This written, detailed report is a **decision** from the plan manager. If it has not been settled, the plan manager makes a ruling about each of the elements presented in your claim. If the plan manager finds your claim to be well-founded, the contractor can be ordered to reimburse you for the cost of urgent and necessary preventive repairs, and to complete or correct the work as needed, whichever the case may be, all within a time limit agreed upon by you.
6. In the event that the contractor fails to reimburse you, to complete or correct the work as needed, and in the absence of an appeal to mediation or a dispute of the plan manager's decision by one of the parties in arbitration, the plan manager, within 15 days following the expiration of the time period agreed upon in the preceding paragraph, carries out the reimbursement or takes charge of the completion or corrections to be made. In order to do this, the plan manager agrees upon a time limit with you and, if necessary, prepares a corrective plan and a call for bids, chooses contractors, and supervises the work to be done.

IF YOU DO NOT AGREE WITH A DECISION MADE BY THE PLAN MANAGER, YOU CAN TAKE RECOURSE AS DESCRIBED IN SECTION 9.

⁸ The six-month limit does not apply to claims related to the completion of work and the repair of apparent defects and poor workmanship declared at the time of acceptance.



9. RECOURSE

If you or your contractor disagree with the decision issued by the plan manager following your claim, each party involved can submit the file to a mediator or an arbitrator **within 30 days** following the reception of the plan manager's decision.

Here is a closer look at each of the two possible means of recourse.

9.1. MEDIATION

Mediation is a course of action that allows the beneficiary and the contractor to submit, under a **mutual agreement**, their dispute to a mediator with the goal of reaching an agreement.

A mediation request must be submitted to the Labour Minister within 30 days following the reception of the plan manager's decision, indicating the name of the mediator chosen by the two parties. The list of authorised mediators is available from the ministère du Travail, on the ministry's web site (www.travail.gouv.qc.ca), and on the RBQ web site (www.rbq.gouv.qc.ca).

The mediation request must be addressed to:

Ministre du Travail
Ministère du Travail
200, chemin Sainte-Foy, 6^e étage
Québec (Québec) G1R 5S1

Upon receipt of a mediation request, the Labour Minister designates the mediator chosen by the two parties and transmits a copy of this designation to the plan manager.

All mediation sessions are confidential and nothing said therein can be used as evidence in other files unless you agree otherwise.

The cost of the mediation is shared equally between you, the contractor, and the plan manager, if it participates. You can agree, amongst yourselves, on another way of separating the costs as well.

If mediation fails, you can take recourse by going into arbitration, as it is described in the following section. Also be aware that **you can go directly into arbitration without turning to mediation beforehand.**

9.2. ARBITRATION

The government of Québec has decided to include a direct course of action that is without appeal and generally inexpensive for consumers within the Regulation respecting the Guarantee plan for new residential buildings.

Arbitration allows anyone who buys a new home covered by the guarantee plan to contest a decision made by the plan manager⁹.

If you go directly into arbitration, you have 30 days starting on the date of reception by registered mail of the plan manager's decision to consult an arbitration body authorised by the RBQ. The list of authorised arbitration bodies can be found on page 46. You can have access to most of the decisions made by these bodies at the RBQ web site (www.rbq.gouv.qc.ca), which allows you to search by subject and consult a summary of these decisions.

If mediation has failed and no agreement is possible between you and the plan manager, you also have 30 days from the reception by registered mail of the mediator's notice of the total or partial failure of the mediation process to consult an arbitration body authorised by the RBQ.

The Arbitration Body

Following the receipt of your arbitration request, the arbitration body must inform the plan manager and the contractor of your request. The plan manager must then send a copy of the file being contested to the arbitration body. Following the reception of the file, an arbitrator is designated and the public information document prepared by the arbitration body is sent to you to help you understand the entire arbitration process.

⁹ Please note that your contractor can also take recourse in arbitration if they are not satisfied with a decision made by the plan manager.

REMINDER

IF YOU BELIEVE THAT MEASURES MUST BE TAKEN TO ENSURE THE PRESERVATION OF YOUR BUILDING AND THEREFORE PREVENT FURTHER DAMAGE, DO NOT HESITATE TO COMMUNICATE THIS TO THE ARBITRATION BODY IN YOUR REQUEST OR AT ANY TIME DURING THE HEARING.



The Hearing

In the case of a claim, the arbitration request hearing must begin within 30 days following your request. The arbitrator must inform the parties 5 days in advance of the date, time, and location of the hearing and, if applicable, the date when he/she will carry out the inspection of your condo. The arbitrator must hear all parties in order to render the most informed decision possible. Make sure that your file is complete and that your witnesses are readily available.

Do not hesitate to request the services of a lawyer to advise or represent you, especially if legal points must be discussed or if large sums of money are involved. You may also need to consult a technical expert to better substantiate your case before the arbitrator.

Costs related to arbitration

- Arbitration costs are reimbursed by the plan manager if you partially or completely win your case. If you lose on every point of your claim, you may have to pay some fees. You can find out about these fees from the arbitration bodies before the beginning of this process.
- Your lawyer's fees are your responsibility and will not be reimbursed by the plan manager.
- The reimbursement of your expert's fees must be decided upon by the arbitrator. The arbitrator will evaluate the weight that the expert's opinion lent to the file and decide whether or not the plan manager will have to reimburse you for it.

THE ARBITRATOR'S DECISION IS FINAL AND WITHOUT APPEAL.

There are three possible situations where the arbitration procedure might be interrupted:

1. The first situation is the case where you reconsider your application for arbitration. In this case, you will advise the arbitrator or arbitration agency of your decision, and will probably have to pay the fees for filing the application for arbitration. However, some precautions should be taken:

If you omit making an arrangement with the contractor or the manager before abandoning your application for arbitration, you will lose any right to question the soundness of the manager's decision which is at the root of the recourse once the period of 30 days allocated for this is expired. (The recourse to arbitration must indeed be exercised within 30 days from the date of taking delivery, by registered mail, of the manager's decision).

2. The second situation is the case where there has been an agreement with the contractor and the manager, or with the manager only. In such a case, you may be asked to abandon your application for arbitration (discontinuance of arbitration) in consideration of such an agreement. This situation also requires some precautions:

If you decide to abandon your application for arbitration following an agreement either with the contractor and manager, or with the manager only, it would be advisable, upon informing the arbitrator of your decision, to do the following: submit to his/her consideration the outcome of your agreement; ask him/her to take note of the agreement reached in an arbitration decision and to make an order enjoining the parties to conform to it. This would enable you to file a request for homologation, should there be a failure to observe the agreement.

3. In the third situation, an agreement is reached with the contractor only.

If an abandonment of your application for arbitration is requested under the terms of your agreement, this means that you might lose your right of recourse once the 30 day period following the reception of the decision from the manager of the guarantee plan has elapsed.

In order to retain your right of recourse for arbitration, you may ask the arbitrator for the hearing to be postponed at a date following the one set in the agreement for the performance of the work. In doing so, you will have the possibility to make sure that no failure to observe the agreement exists before abandoning your recourse to arbitration. If there is indeed non-compliance with the agreement, you may then have the option to revive the arbitration procedure.

WHAT DO YOU DO IF THE CONTRACTOR OR PLAN MANAGER DOES NOT CARRY OUT THE ARBITRATOR'S DECISION ?

You must then present a request before the Superior Court for the arbitrator's decision to be sanctioned by a judge. The arbitrator's decision will then be in full effect and enforceable. You will not have to repeat the debate presented before the arbitrator and, in theory, it will be a simple matter of formality. After this is done, you can take steps to have the decision enforced.

Discuss this process with your lawyer; he/she will be able to advise you about the procedure to follow.

Should you go to court?

It is always a possibility for the owner of a home covered by the guarantee plan to file a lawsuit against the contractor before the common court system. At the same time, you must be reminded that with respect to the common court system, the guarantee plan does not apply.

Example

Your claim mostly concerns work that is not covered by the guarantee plan, such as landscaping or an outdoor pool (see **section 10** for all of the exclusions from the guarantee) and some other work to be corrected that is covered by the guarantee plan, such as cracks in the foundation. In this case, you could choose to include all of these points in one single complaint and opt for a lawsuit before the courts¹⁰.

The Civil Code of Québec therefore becomes the applicable rule of law and the guarantee plan no longer applies with regard to items included in the complaint before the courts.

¹⁰ You may address the Small Claims Division of the Court of Québec if your claim adds up to \$7,000 or less, the Civil Division of the Court of Québec if your claim is for less than \$70,000, and the Superior Court of Québec if your claim is for at least \$70,000.



10. EXCLUSIONS FROM THE GUARANTEE PLAN

The guarantee plan does not cover:

- repairs to defects in the materials and equipment supplied and installed by the beneficiary;
- repairs made necessary by normal behaviour of materials, such as cracks or shrinkage;
- repairs made necessary by a fault of the beneficiary such as inadequate maintenance or misuse of the building, as well as alterations, deletions or additions made by the beneficiary;
- deterioration brought about by normal wear and tear;
- the obligation to relocate, move or store the beneficiary's property and repairs made necessary following an external event of extreme proportions, such as an earthquake, a flood, exceptional climatic conditions, a strike or a lock-out;
- repairs to damage resulting from the contractor's extra-contractual civil liability;
- repairs to damage resulting from contaminated soil, including replacement of the soil itself;
- the obligation of a public utility to supply the building with natural gas or electricity;
- parking areas or storage rooms located outside the building containing the dwelling units, and any works outside the building such as swimming pools, landscaping, sidewalks, driveways or surface water drainage;
- promises of a vendor concerning costs for use or energy consumption of appliances, systems or equipment included in the construction of a building;
- claims from the persons who contributed to the construction of the building.

WATCH OUT FOR LEGAL MORTGAGES!

The Civil Code of Québec grants special status to debts owed to parties that have participated in the construction of a building (workers, contractors, sub-contractors, materials suppliers, engineers, architects). These debts can lead to legal mortgages. A legal mortgage is obtained through the publication of a preliminary judgement before the thirtieth day following the end of work. It allows, for example, a sub-contractor who was not paid by the general contractor to reclaim the amount due to him from you and, if not paid, demand the sale of the building, even if you paid the general contractor in full.

New residential building guarantees do not cover legal mortgages. So you must be careful when you make payments to the contractor.

How can you protect yourself against claims made by people who have worked on the construction of your building but who were not paid when the job was finished?

It is difficult to ensure that your contractor will pay all of his employees, sub-contractors, and materials suppliers.

The Civil Code of Québec (CCQ) does, however, contain clauses that allow you to reduce the risks of being confronted with legal mortgages. Among other things, you can ask the contractor for the complete list of his employees, sub-contractors, and materials suppliers (article 2122 from the Civil Code).

“art. 2122 CCQ During the performance of the work, the contractor may, if so provided in the agreement, require partial payments on the price of the contract for the value of the work performed and the materials needed to produce the work; before doing so, he is bound to furnish the client with a statement of the amounts paid to the subcontractors, to the persons having supplied the materials and to any other person having participated in the work, and the amounts he still owes them for the completion of the work.”

You can then instruct your notary to withhold the amounts needed to cover any eventual legal mortgages. You can do this until you have been assured that all of the employees, sub-contractors, and materials suppliers have been paid. (See, on the topic of withholding sums of money, article 2123 of the Civil Code.)

“art. 2123 CCQ At the time of payment, the client may deduct from the price of the contract an amount sufficient to pay the claims of the workman, and those of other persons who may exercise a legal hypothec on the immovable work and who have given him notice of their contract with the contractor in respect of the work performed or the materials or services supplied after such notice was given.

This deduction is valid until such time as the contractor gives the client an acquittance of such claims.

The client may not exercise the right set out in the first paragraph if the contractor furnishes him with sufficient security to guarantee the claims.”



11. RESPECTING PLAN TIME LIMITS

SOMETHING NEW IN THE MANDATORY GUARANTEE PLAN CONCERNING THE FAILURE TO RESPECT PLAN TIME LIMITS BY THE BENEFICIARY

The Regulation respecting the Guarantee plan for new residential buildings includes, within its mechanisms of implementation and recourse, time limits within which you must send your request to the contractor, the plan manager, a mediator, or an arbitration body.

Failure to respect time limits for claims (implementation of the guarantee) or recourses can compromise your claim or your request. However, in certain circumstances, failing to respect a time limit cannot be used to justify the rejection of your claim or request.

This applies in situations where the contractor, or even the plan manager, has not fulfilled their obligations concerning:

- the pre-acceptance inspection (see articles 17 or 33 of the regulation);
- the procedures for making a claim for coverage before acceptance or after acceptance (see articles 17.1, 18, 33.1 and 34);
- the informational content of decisions made by the guarantee plan manager (article 66);
- the distribution by the plan manager (at the time that the home or building is registered or when the beneficiary is identified) of the informational documentation about the application of the regulation (article 69.1);
- the content of the guarantee contract and the elements required for its validity (articles 132 to 137);
- the obligations of the contractor concerning, among others, the end of work notice for the common portions (paragraphs 12, 13 and 14 of schedule II);
- the obligation of the contractor concerning necessary measures to ensure the preservation of the building (paragraph 18 of schedule II).

The regulation is available at the RBQ web site (www.rbq.gouv.qc.ca).



For example, if the plan manager did not send you this informational document provided for in the Regulation respecting the Guarantee plan for new residential buildings, you could invoke this omission to gain an additional one year period to turn in a claim request. As such, for a claim request concerning a latent defect, the time limit for sending in the claim could be four years after the acceptance of your condo, even though the regulation stipulates that this claim request must be made within three years following the acceptance of the building.

As another example, if the guarantee plan manager forgets to mention in their decision the time limits for taking recourse to contest their decision, the intended 30-day time limit for contesting the decision can be extended by one year.

NEVERTHELESS, IF THE CONTRACTOR OR THE PLAN MANAGER CAN PROVE THAT THE LACK OF FULFILMENT OF THEIR OBLIGATION HAD NO EFFECT ON YOUR EXCEEDING THE TIME LIMIT OR IF THE TIME LIMIT FOR THE CLAIM (IMPLEMENTATION OF THE GUARANTEE) OR THE RECOURSE HAS BEEN EXPIRED FOR MORE THAN ONE YEAR, YOUR REQUEST COULD BE REJECTED BY THE ARBITRATOR.

The following pages contain the lists of elements to verify at the time of the pre-acceptance inspection of your private portion and of the common portions of the building, as well as the contact information for the Régie du bâtiment du Québec, authorised plan managers, professional orders for building inspection, and arbitration bodies.

BE VIGILANT AT EACH STAGE OF YOUR PROJECT SO THAT IT WILL BE CARRIED OUT TO YOUR SATISFACTION!



PRE-ACCEPTANCE INSPECTION CHECKLISTS

Approved by the Régie du bâtiment du Québec

PRIVATE PORTION

FOR BUILDINGS NOT HELD IN CO-OWNERSHIP AND FOR PRIVATE PORTIONS OF BUILDINGS HELD IN CO-OWNERSHIP

No matter which type of building targeted by the guarantee is acquired, a pre-acceptance inspection is required by the Regulation respecting the Guarantee plan for new residential buildings.

The pre-acceptance inspection must be done by the beneficiary of the guarantee (the buyer) and the contractor together. If the beneficiary does not have a good knowledge of construction, he/she may be accompanied by the person of their choice for the pre-acceptance inspection.

The pre-acceptance inspection is done using this list of elements to verify, supplied by the plan manager, the content of which is approved by the Régie du bâtiment du Québec.

With the help of this checklist, the beneficiary and the contractor must do a complete inspection of the building or private co-ownership unit in order to record the quality and level of completion of the work that has been done in writing. Particular attention must be paid to extra work that has been requested. All elements to be completed or corrected must be noted, for example, a door that has not been properly adjusted, a scratch in the bathtub or shower, a missing light fixture, etc.

If the contractor and the beneficiary do not agree on the work to be completed or corrected, it must be written down in this checklist, which has been specifically prepared for the inspection.

In addition, the beneficiary may add items to the list of work to be completed or corrected during the 3-day period following the acceptance, on the condition that he/she has not moved into the building or into his/her private co-ownership unit.

Name of contractor:

RBQ license no.:

Accreditation no.:

Registration no. given by the plan manager:

Beneficiary:

Address and telephone number(s):

Building description:

- Residential – not held in co-ownership
- Condo – private portion

EXTERIOR**1. Lot**

Level of the ground surrounding the building (space between the facing and the ground), descending slopes that carry water away from the building*

2. Foundation

Foundation walls: insulation, waterproofing, cracks

Concrete roughcast

Exterior water valve

Exterior electrical outlets

3. Roof

Membrane or shingles

Vent outlets and screens

Attic entrance or access opening

Gutters (if applicable) or parapets

4. Exterior facing

Masonry: joints, weep holes

Vinyl, aluminium, or wood siding: material and joint alignment

Acrylic overlay or stucco covering

* Landscaping is excluded from the guarantee

5. Doors, windows, skylights, garage doors, and other openings

Installation, operation, hardware and finish	
Perimeter weatherstripping	
Door check on entrance doors as well as security exit doors or door to garage	
Garage door opening mechanism or invert mechanism (security)	

6. Access to the building and stairways, terraces, or balconies

Railing	
Decking, concrete slab, or other	
Electrical system: lighting and electrical outlets	
Plumbing system: water valves	

7. Chimney and exhaust ducts

Masonry	
Exhaust trap operation	

INTERIOR

1. Foyer

Floor covering: tile (mortar joints), flexible flooring (joints), wood flooring or carpeting, baseboards	
Wall covering and ceilings: painted drywall, tile, wood or wallpaper, suspended ceiling, mouldings and woodwork	
Access doors: door check, weatherstripping, hardware, finish	
Electrical systems: lighting and alarm system	
Heating and ventilation system	

2. Hallways

Floor covering: tile (mortar joints), flexible flooring (joints), wood flooring or carpeting, baseboards	
Wall covering and ceilings: painted drywall, tile, wood or wallpaper, suspended ceiling, mouldings and woodwork	
Electrical systems: lighting	
Heating and ventilation system	

3. Living room, dining room, and bedrooms

Floor covering: tile (mortar joints), flexible flooring (joints), wood flooring or carpeting, baseboards	
Wall covering and ceilings: painted drywall, tile, wood or wallpaper, suspended ceiling, mouldings and woodwork	
Doors: hardware, finish	
Electrical systems: lighting and electrical outlets	
Heating and ventilation system	
Fireplace: non-combustible fire-edge covering (walls, floor, and mantel), chimney opening and closing mechanism (damper)	

4. Kitchen and bathrooms

Floor covering: tile (mortar joints), flexible flooring (joints), wood flooring or carpeting, baseboards	
Wall covering and ceilings: painted drywall, tile, wood or wallpaper, suspended ceiling, mouldings and woodwork	
Doors: hardware, finish	
Electrical systems: lighting and electrical outlets	
Plumbing system: plumbing fixtures (sink, bathtub, shower with watertight joints) and faucets, valves, and pipes in good working condition	
Heating and ventilation system: kitchen hood and bathroom fans	
Cabinetry (cabinets, integrated furniture, and counters): finishing hardware (joints) and watertightness	

5. Basement and other spaces

Flooring: concrete and drainage	
Floor covering: tile (mortar joints), flexible flooring (joints), wood flooring or carpeting, baseboards	
Wall covering and ceilings: concrete, painted drywall, tile, wood or wallpaper, suspended ceiling, mouldings and woodwork	
Doors: hardware, finish	
Electrical systems: lighting, electrical outlets, and fuse box	
Plumbing system: shutoff valve to the dwelling unit, water heater and its drain	
Heating and ventilation system: air exchanger	

6. Garage

Flooring: concrete and drainage	
Wall covering and ceilings: painted drywall, concrete, mouldings and woodwork	
Access door: door check, airtightness, hardware, finish, and invert mechanism	
Electrical systems: lighting, electrical outlets, smoke detector, and alarm system	
Plumbing system: water valve	
Heating and ventilation system	

PERSONAL NOTES

DECLARATION OF BUILDING ACCEPTANCE

- Acceptance – without reserve¹
- Acceptance – with reserve (see the list of items to correct and/or complete)

End-of-work date
(applicable only if there is no work to be completed):

Anticipated end-of-work date:

Beneficiary's Signature:

Beneficiary's Signature:

Contractor's Signature:

Date of acceptance²:

¹ The acceptance with or without reserve by the beneficiary concerns only those items that are apparent at the time of building acceptance.

² Date upon which the beneficiary declares acceptance of the building, which is ready to be used for its intended purpose, indicating, if applicable, work that must be completed or corrected.

COMMON PORTIONS

FOR THE COMMON PORTIONS¹ OF A BUILDING HELD IN DIVIDED CO-OWNERSHIP

No matter which type of building targeted by the guarantee is acquired, a pre-acceptance inspection is required by the Regulation respecting the Guarantee plan for new residential buildings.

The pre-acceptance inspection of the common portions must be done following the receipt, by all known beneficiaries as well as the co-owners' syndicate, of the end-of-work notice produced by the contractor.

The pre-acceptance inspection² must be done by the co-owners' syndicate and the contractor, together with the building professional chosen by the co-owners' syndicate. The building professional must be an architect, engineer, or technologist, who is a member of a professional order and who has been trained in the area of engineering or construction.

The pre-acceptance inspection is done using this list of elements to verify, supplied by the plan manager, the content of which is approved by the Régie du bâtiment du Québec.

With the help of this checklist, the co-owners syndicate, the contractor, and the building professional chosen by the co-owners' syndicate must do a complete inspection of the common portions (articles 25 and 33 of the regulation) in order to record the quality and level of completion of the work that has been done.

It's the building professional chosen by the syndicate who produces the act which constitutes the acceptance of the common portions, under the reserve, if applicable, of minor work to be completed that he/she has indicated. Such minor work could be: a missing light fixture or missing hardware.

Name of contractor:

RBQ license no.:

Accreditation no.:

Registration no. given by the plan manager:

Building description:

Address:

1 Common portions: those making up part of the building and described in the act constituting the co-ownership or, in the absence of specific provisions in this act, those listed in article 1044 of the Civil Code of Québec.

2 If acceptance of the common portions fails to take place, the regulation provides for, under certain conditions, a mechanism that allows the guarantee coverage related to the common portions to begin.

If, following the receipt of an end-of-work notice sent by the contractor, the acceptance of the common portions of your building has not been done, the acceptance of the common portions will be presumed to have taken place at the latest 6 months after the co-owners' syndicate receives the end-of-work notice, if **all of the 4 following conditions are met:**

- 1) The work related to the common portions has been completed;
- 2) The syndicate has been formed and is no longer under the contractor's control;
- 3) The end-of-work notice has been sent by the contractor to the syndicate, detailing the syndicate's obligations concerning the acceptance of the common portions;
- 4) A period of 6 months has passed since the syndicate received this notice and the syndicate, without motive, has not accepted the common portions.

Note to the building professional

The professional cannot fill out the Declaration of acceptance for the common portions of the building if there is work left to complete within the common portions of the building other than minor work. The inspection by the professional is done with the help of this list of elements to verify and is limited to a visual inspection of the elements that make up the common portions of the building. The professional will not be held responsible for any defect or poor workmanship that is hidden or that would not normally be detectable during such an inspection.

Contractor's Declaration

The contractor declares having notified all known beneficiaries, the co-owners' syndicate as well as the plan manager of the end of work on the common portions related to the building.

Date of end-of-work notice:

Name of contractor or representative:

Signature:

Date :

EXTERIOR

1. Lot

Level of the ground surrounding the building (space between the facing and the ground), descending slopes that carry water away from the building*

2. Foundation

Foundation walls: insulation, waterproofing, cracks

Concrete roughcast

Exterior water valve

Exterior electrical outlets

3. Roof

Membrane or shingles

Vent outlets and screens

Attic entrance or access opening

Gutters (if applicable) or parapets

* Landscaping is excluded from the guarantee.

4. Exterior facing

Masonry: joints, weep holes	
Vinyl, aluminium, or wood siding: material and joint alignment	
Acrylic overlay or stucco covering	

5. Doors, windows, skylights, garage doors, and other openings

Installation, operation, hardware and finish	
Perimeter weatherstripping	
Door check on entrance doors as well as security exit doors or door to garage	
Garage door opening mechanism or invert mechanism (security)	

6. Access to the building and stairways, terraces, or balconies

Railing	
Decking, concrete slab, or other	
Electrical system: lighting and electrical outlets	
Plumbing system: water valves	

7. Chimney and exhaust ducts

Masonry	
Exhaust trap operation	

INTERIOR

1. Foyer

Floor covering: tile (mortar joints), flexible flooring (joints), wood flooring or carpeting, baseboards	
Wall covering and ceilings: painted drywall, tile, wood or wallpaper, suspended ceiling, mouldings and woodwork	
Access doors and security exit doors: door check, weatherstripping, hardware, finish	
Electrical systems: lighting, security exit signs, fire exit signs, and alarm system	
Plumbing system: sprinklers	
Heating and ventilation system	
Vertical transport systems (ex.: elevators)	

2. Common hallways

Floor covering: tile (mortar joints), flexible flooring (joints), wood flooring or carpeting, baseboards	
Wall covering and ceilings: painted drywall, tile, wood or wallpaper, suspended ceiling, mouldings and woodwork	
Access doors and security exit doors: door check, weatherstripping, hardware, finish	
Electrical systems: lighting, security exit signs, fire exit signs, and alarm system	
Plumbing system: sprinklers	
Heating and ventilation system	

3. Common areas (swimming pool, exercise room, or others)

Floor covering: tile (mortar joints), flexible flooring (joints), wood flooring or carpeting, baseboards	
Wall covering and ceilings: painted drywall, tile, wood or wallpaper, suspended ceiling, mouldings and woodwork	
Access doors and security exit doors: door check, weatherstripping, hardware, finish	
Electrical systems: lighting, security exit signs, fire exit signs, and alarm system	
Plumbing system: sprinklers	
Heating and ventilation system	

4. Private storage spaces (lockers)

Flooring: concrete and drainage	
Wall covering and ceilings: painted drywall, concrete, fencing	
Access doors and security exit doors: door check, hardware, finish	
Electrical systems: lighting	
Plumbing system: sprinklers	
Heating and ventilation system	

DECLARATION OF ACCEPTANCE OF THE BUILDING

The building professional¹ declares:

That the work related to the common portions of the building is complete, under the reserve of work to be corrected or minor work to be completed that has been identified in this document, and that the building is ready to be used for its intended purpose.

- Acceptance – without reserve²
- Acceptance – with reserve (see the list of items to correct and/or complete)

Name of professional:

Title and no.:

Signature :

Date :

Acceptance declaration date:

End-of-work date (applicable only if there is no work to be completed³):

Anticipated end-of-work date⁴:

I DECLARE THAT I WAS PRESENT DURING THE WORK ACCEPTANCE INSPECTION

**Beneficiary's Signature
(syndicate representative):**

Date :

**Beneficiary's Signature
(syndicate representative):**

Date :

Contractor's Signature:

Date :

- 1 Building professional: an architect, engineer, or technologist, who is a member of a professional order and who has been trained in the area of engineering or construction.
- 2 The acceptance with or without reserve by the beneficiary concerns only those items that are apparent at the time of building acceptance.
- 3 All minor work must be completed.
- 4 Date on which all the work, including minor work if applicable, shall be completed.

TO CONTACT THE RÉGIE DU BÂTIMENT DU QUÉBEC

CENTRE DE RELATION CLIENTÈLE (CRC)
(FOR MONTRÉAL AND ALL
OTHER REGIONS)

545, boulevard Crémazie Est, 4^e étage
Montréal (Québec)
H2M 2V2

crc@rbq.gouv.qc.ca

514 873-0976
1 800 361-0761
Fax: 514 864-2903
1 866 315-0106

www.rbq.gouv.qc.ca



AUTHORISED PLAN MANAGERS

LA GARANTIE HABITATION
DU QUÉBEC INC.*
(QUALITÉ HABITATION)

9200, boulevard Métropolitain Est
Anjou (Québec) H1K 4L2

514 354-7526
1 800 956-7526
Fax: 514 354-8292

375, rue de Verdun
Bureau 201
Québec (Québec) G1N 3N8

418 687-1992
1 800 463-5260
Fax: 418 688-3220

www.qualitehabitation.com
qh@qualitehabitation.com • qhquebec@qualitehabitation.com

LA GARANTIE DES BÂTIMENTS
RÉSIDENTIELS NEUFS DE L'APCHQ INC.*
(LA GARANTIE DES MAISONS NEUVES
DE L'APCHQ)

5930, boulevard Louis-H. La Fontaine
Anjou (Québec) H1M 1S7

514 353-1120
1 866 613-8494
Fax: 514 353-4871

1720, boulevard Père-Lelièvre
Bureau 100
Québec (Québec) G1M 3J6

418 682-3794
1 800 561-6575

www.gomaison.com • clientele@apchq.com

LA GARANTIE
ABRITAT INC.*

5930, boulevard Louis-H. La Fontaine
Anjou (Québec) H1M 1S7

514 354-6508
1 855 218-6038
Fax: 514 353-4871

1720, boulevard Père-Lelièvre
Bureau 100
Québec (Québec) G1M 3J6

418 682-3794
1 800 561-6575

clientele@abritat.ca

* No matter what name is given to the plan, the content of the mandatory guarantee is the same for all three plan managers.

BUILDING INSPECTION PROFESSIONALS

FOR YOUR PRIVATE PORTION

During the pre-acceptance inspection of the private portion of your condo, it is in your best interest to be accompanied by someone who is knowledgeable about construction. With this in mind, the RBQ recommends that you contact one of the following organisations:

- L'Ordre des architectes du Québec (OAQ) **1 800 599-6168**, www.oaq.com;
- L'Ordre des technologues professionnels du Québec (OTPQ) **1 800 561-3459**, www.otpq.qc.ca;
- An association of professional building inspectors (consult the Internet or the yellow pages).

Be vigilant and take the time to find out about the experience of the person you wish to hire for the inspection of your condo.

FOR THE COMMON PORTIONS

with a professional member of one of the three orders listed below:

- L'Ordre des architectes du Québec (OAQ) **1 800 599-6168**, www.oaq.com;
- L'Ordre des ingénieurs du Québec* (OIQ) www.oiq.qc.ca;
- L'Ordre des technologues professionnels du Québec (OTPQ) **1 800 561-3459**, www.otpq.qc.ca.

It is recommended that you verify with the professional order concerned that the person hired is a member in good standing.

* The OIQ does not give referrals with regards to engineers who do building inspections.

AUTHORISED ARBITRATION BODIES

**CENTRE CANADIEN D'ARBITRAGE
COMMERCIAL (CCAC)**
(FORMELY CENTRE D'ARBITRAGE NATIONAL
ET INTERNATIONAL DU QUÉBEC - CACNIQ)

QUÉBEC
1800, avenue Industrielle
Suite 102
Québec (Québec) G3K 1L8

418 915-9292
418 915-9413
1 800 207-0685
Fax: 418 915-9449

MONTRÉAL
Place du Canada
1010, de la Gauchetière Ouest
Bureau 950
Montréal (Québec) H3B 2N2

514 448-5980
1 800 207-0685
Fax: 514 448-5948

www.ccac-adr.org • info@ccac-adr.org

**SORECONI - SOCIÉTÉ POUR LA
RÉSOLUTION DES CONFLITS INC.**

1155, boul. René-Lévesque Ouest
Bureau 2500
Montréal (Québec) H3B 2K4

514 395-8048
1 866 998-8048
Fax: 514 875-8967

www.soreconi.ca • info@soreconi.ca

**LE GROUPE D'ARBITRAGE
ET DE MÉDIATION SUR MESURE (GAMM)**

31, rue Françoise-Langlois
Montréal (Québec) H1A 5B5

514 498-8198
1 877 677-2722 (Toll-free)
Fax: 514 498-8199

www.legamm.com • info@legamm.com



THIS INFORMATIONAL DOCUMENT SUMMARISES CLAUSES CONCERNING BUILDINGS HELD IN DIVIDED CO-OWNERSHIP THAT ARE COVERED BY THE GUARANTEE PLAN FOR NEW RESIDENTIAL BUILDINGS:

- **DETACHED, SEMI-DETACHED, OR ROW-TYPE SINGLE-FAMILY DWELLINGS;**
- **MULTIFAMILY BUILDINGS OF COMBUSTIBLE CONSTRUCTION;**
- **MULTIFAMILY BUILDINGS OF NONCOMBUSTIBLE CONSTRUCTION COMPRISING NO MORE THAN 4 "CONDO" UNITS STACKED ONE ABOVE THE OTHER.**

