



**Zancor Homes (Innisfil) Ltd.**  
**Warranty Services**  
**Phone: (905) 833-1359**  
**Fax: (905) 833-4367**

**Work Order**

**Closing Date:** 07 Jun18

**Address:** -

**Location:** Belle Aire Shores - Phase: 1 - Lot: 97

**Today's Date:** 04 Jun18

**Contact(s):**

**Email:**

**Company:** Belle Aire Shores Const. Service

**Attention:**

**Telephone:**

**Fax:**

**Please Complete the following items:**

Deficiency Number	Type	Issue	Appt. Date/Time	Notes
128347	PDI	BASEMENT- --CLEAN DEBRIS INSIDE COLD ROOM		
128348	PDI	BASEMENT- --MISSING LIGHT BULB INSIDE COLD ROOM		Done
128352	PDI	FOYER/HALL- STAIRS~DENTS ON WALL ABOVE SHORT FLIGHT OF STAIRS TO 2ND LANDING TO BASEMENT		Done
128355	PDI	POWDER ROOM- --CLIP ON WINDOW SCREEN IS BROKEN		Done
128359	PDI	BEDROOM 4 ENSUITE- WALLS~CAULK WHERE TILE MEETS AT CEILING		Done
128361	PDI	LAUNDRY ROOM- WALLS~HOLE ON CEILING AROUND		Done

		EXHAUST FAN			
128364	PDI	BEDROOM #4- --REMOVE DEBRIS UNDERNEATH CARPET WHERE MARKED			DONE
128369	PDI	MASTER BEDROOM- --PAINT TOUCHUP WINDOW LEDGE			DONE.

Date Completed: June 1/18

Homeowner Signature: \_\_\_\_\_

The Homeowner acknowledges and accepts all work has been completed in a workman like manner.

Date Completed: \_\_\_\_\_

Trade &/or Service Tech.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Please schedule your Service Department to complete work on the above Lot. Should no appointment time or date appear (below) on this form, it is your responsibility to arrange and adhere to the appointment you have scheduled. Your service representative must have this form signed by homeowner on completion. Please fax the signed form to our office (905) 833-4367.

**Failure to comply with this request within 10 business days will give Zancor Homes (and it's group of companies) the right to carry out any and all repairs. All costs incurred will be applied to the Company listed above.**



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**Work Order**

**Closing Date:** 07Jun18

**Address:** -  
**Location:** Belle Aire Shores - Phase: 1 - Lot: 97  
**Today's Date:** 31May18  
**Contact(s):**  
**Email:**

**Company:** Tub Net  
**Attention:** Anthony  
**Telephone:** (416) 823-6999  
**Fax:** (905) 873-7738

**Please Complete the following items:**

Deficiency Number	Type	Issue	Appt. Date/Time	Notes
128370	PDI	BEDROOM 4 ENSUITE- TUB~BUFF TUB		
128371	PDI	SHARED ENSUITE- TUB~SCUFF MARK ON TUB		

**Date Completed:** \_\_\_\_\_

**Homeowner Signature:** \_\_\_\_\_

The Homeowner acknowledges and accepts all work has been completed in a workman like manner.

**Date Completed:** MAY 31/2018

**Trade &/or Service Tech.**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

Please schedule your Service Department to complete work on the above Lot. Should no appointment time or date appear (below) on this form, it is your responsibility to arrange and adhere to the appointment you have scheduled. Your service representative must have this form signed by homeowner on completion. Please fax the signed form to our office (905) 833-4367.

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**Warranty Services**  
**Phone: (905) 833-1359**  
**Fax: (905) 833-4367**

**Work Order**

**Closing Date: 07Jun18**

**Address: 1549 Farrow Crescent - Innisfil**  
**Location: Belle Aire Shores - Phase: 1 - Lot: 97**  
**Today's Date: 08Jun18**  
**Contact(s): Ihor Hozyun - Cell: (416) 948-1777**  
**Svitlana Karpova - Cell: (416) 788-4449**  
**Email: ihothozyun@hotmail.com**

**Company: Perfect Touch Painting**  
**Attention: John Hagithomes**  
**Telephone: (416) 399-2584**  
**Fax: (416) 929-0893**

**Please Complete the following items:**

<b>Deficiency Number</b>	<b>Type</b>	<b>Issue</b>	<b>Appt. Date/Time</b>	<b>Notes</b>
128343	PDI	EXTERIOR- ~~PAINTING NOT COMPLETE		
128344	PDI	EXTERIOR- ~~REMOVE PAINT STAIN ON DOOR SILL AT PORTICO	06Jun18 /day	
128346	PDI	EXTERIOR- ~~PAINT TOUCHUP FRONT DOOR		
128349	PDI	FAMILY ROOM- ~~REMOVE PAINT OFF FLOOR THROUGHOUT	06Jun18 /day	
128350	PDI	LIBRARY/DEN- ~~PAINT RUN ON FRENCH DOOR	06Jun18 /day	
128353	PDI	FOYER/HALL- ~~PAINT TOUCHUP FRONT DOOR ASTRICAL AND REMOVE PAINT OFF WEATHER STRIP ON FRONT DOOR	06Jun18 /day	

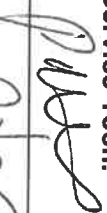

128354	PDI	FOYER/HALL- ~DENT ON FRONT DOOR ABOVE DOOR HANDLE	06Jun18 /day	
128362	PDI	LAUNDRY ROOM- WALLS~PAINT TOUCHUP WALL WHERE MARKED	06Jun18 /day	
128363	PDI	BEDROOM #4- ~REMOVE PAINT OFF CARPET FRONT OF WALK IN CLOSET	06Jun18 /day	
128365	PDI	BEDROOM #3- FLOORING~CLEAN PAINT OFF CARPET AT FRONT BEDROOM BELOW WINDOW LEFT OF CABLE ROUGH IN	06Jun18 /day	
128368	PDI	MASTER BEDROOM- WALLS~PAINT TOUCHUP YELLOW MARK ON WALL	06Jun18 /day	

Date Completed: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_  
The Homeowner acknowledges and accepts all work  
has been completed in a workman like manner.

Date Completed: \_\_\_\_\_

Trade &/or Service Tech.

Signature:   
Print Name: 

Please schedule your Service Department to complete work on the above Lot. Should no appointment time or date appear (below) on this form, it is your responsibility to arrange and adhere to the appointment you have scheduled. Your service representative must have this form signed by homeowner on completion. Please fax the signed form to our office (905) 833-4367.

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# STATUTORY WARRANTY FORM

**TARION**  
BUILDING CONFIDENCE

*Conciliation*

**Year-End Form**

1-877-982-7466

TO NOTIFY TARION OF OUTSTANDING WARRANTY ITEMS, COMPLETE AND SUBMIT THIS FORM  
IN THE FINAL 30 DAYS OF THE FIRST YEAR OF POSSESSION OF YOUR HOME.

YOU MAY SUBMIT ONLY ONE YEAR-END FORM.

Send a copy of the completed Form to your Builder and keep a copy for yourself.

*Michael Tymoczko*  
*Ka159*

**Home Identification Information** (Refer to your Certificate of Completion and Possession to complete this box.)

2018-06-07      B44528      H2164386  
Date of Possession (YYYY/MM/DD)      Vendor/Builder #      Enrolment #

**Civic Address** (address of your home under warranty):

1549      Farrow Crescent      Condo Suite # (if applicable)  
Street Number      Street Name  
INNISFIL      L9S 0L6      97  
City/Town      Postal Code      Lot #  
Project/Subdivision Name

**Contact Information of Homeowner(s):**

Ihor Hozyun	Svitlana Karpova
Homeowner's Name	Homeowner's Name (if applicable)
(416)948-1777	4169481777
Daytime Phone Number	Daytime Phone Number
(416)948-1777	
Evening Phone Number	Evening Phone Number
Fax Number	Fax Number
ihorhozyun@hotmail.com	
Email Address	Email Address
Check this box if you are not the original registered homeowner.	Check this box if you are not the original registered homeowner.

**Mailing Address for Correspondence to Homeowner** (if different from Civic Address above)

1549	Farrow Crescent	
Street Number	Street Name	
INNISFIL	ON	L9S 0L6
City/Town	Province	Postal Code
		Condo Suite # (if applicable)

TARN-YRND-04.02

# Outstanding Items

List all outstanding items covered by the statutory warranty in the table below. If you require more space, please make copies of this page, number them and attach them to this Statutory Warranty Form.

Enrolment # H2164386

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

Item #	Floor/Level	Room/Area	Item/Defect Area	Description
INTERIOR				
1	Basement	Stairs	Staircase/Steps	Noise stairs to basement
2	Basement	Unfinished Area	Other (Please describe)	Sump pump doesn't work
3	Basement	Unfinished Area	Other (Please describe)	Rust build up on gas line in basement, water dropping on floor
4	Basement	Unfinished Area	Other (Please describe)	Gas vent for cook top not accessible, should be in basement
5	Floor 01	Den/Study	Floor	Squeaking floors in den
6	Floor 01	Kitchen	Doors	Patio door need to be adjusted
7	Floor 01	Kitchen	Doors	Patio door seal dirty and damaged. Need to be fixed or replaced.
8	Floor 02	Bathroom	Doors	Door looks need to be adjusted in master en-suite and master toilet
9	Floor 02	Bathroom	Bathub	Pull out shower head at master tub doesn't work
10	Floor 02	Bathroom	Shower	Master en-suite shower, grout and seal missing
11	Floor 02	Bathroom	Shower	Shower glass not secured in master en-suite
12	Floor 02	Bedroom	Floor	Squeaking floors in master bedroom
13	Floor 02	Bedroom	Floor	Squeaking floors in office
14	Floor 02	Bedroom	Other (Please describe)	Left railing post on 2nd floor has dent
15	Garage (Interior)	Garage	Electrical	One receptacle in garage loose
EXTERIOR				
16	Lot/Property/Yard	Yard - Front	Grading/Sodding	Not proper grading at front yard, rainwater run towards foundation and on driveway (both sides), grass installation horrible
17	Lot/Property/Yard	Yard - Front	Other (Please describe)	North Side Of Driveway South Side Of Driveway Asphalt at the front of driveway sank, rainwater and mud stay there for long time
18	Lot/Property/Yard	Yard - Front	Staircase/Steps/Structure	Concrete tiles in front of porch sank and out of level
19	Lot/Property/Yard	Yard - Back	Grading/Sodding	Not proper grading on backyard, rainwater run towards house
20	Lot/Property/Yard	Yard - Side	Grading/Sodding	Back Yard Not proper grading on both sides of house, rainwater blocked and stay there for long time, rainwater creates an extensive pressure on the foundation walls
21	Garage (Exterior)	Building Face/Exterior	Doors	South Side North Side Garage overhead doors trim loose at bottom

22 Garage (Exterior) *ih* Roof Top

Shingles

Dirty shingles above garage

FORM ATTACHMENTS

File Name

Description

The items specified on this Statutory Warranty Form constitute a complete list of all known warranty items which are outstanding and have not been resolved by my Builder to date.

Homeowner's Signature



Homeowner's Signature (if applicable)



Date of Signature (YYYY/MM/DD)

*2019/06/04*

Remember to send a copy of this completed Form to your Builder.

Please note that you should allow your Builder's representatives or subcontractors access to your home during regular business hours, at a mutually acceptable time arranged in advance, in order to complete the necessary work. Failure to do so may jeopardize your warranty rights.  
TARN-YRND-04.02



March 27, 2020

Zancor Homes (Innisfil) Ltd.  
221 North Rivermede Rd.  
CONCORD ON L4K 3N7

Enrolment # H2164386  
Case # 3497856

Vendor/Builder # 44528

### Warranty Assessment Results



Enclosed is Tarion's Warranty Assessment Report, which indicates whether the items we assessed are covered by the warranty set out in the *Ontario New Home Warranties Plan Act*.

#### Warranted Items

If we have assessed an item as warranted, you are required to resolve that item by April 27, 2020 (or by the date that may be indicated in the report for a particular item). We will contact the owner of the home at the end of this post-conciliation repair period to confirm that warranted items have been resolved.

If we determine that a warranted item has not been resolved, we will resolve that item directly with the owner and invoice you for all related costs plus a 15% administration fee and applicable taxes.

#### Items Not Warranted

If we have assessed an item as not warranted, then you are not required to take any further action on that item.

#### Items Not Assessed

If we were not able to assess an item, the report will indicate the next steps required to enable Tarion to make an assessment.

#### Chargeability

This conciliation is Non Chargeable for the following reason: No Warranted Items.

#### Builder Arbitration Forum

If you disagree with Tarion's assessment, you may be able to challenge it at the Builder Arbitration Forum, as set out in *Builder Bulletin 41R*. To do so, you must submit an Arbitration Application Package to Tarion, with an administration fee of \$750 plus HST, by May 4, 2020. *Builder Bulletin 41R*, the Arbitration Application Package and the BAF Rules can be found on our website.



## Warranty Assessment Report

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<b>Owner Name(s):</b>	Ihor Hozyun & Svitlana Karpova
<b>Enrolment Number:</b>	H2164386
<b>Enrolment Address:</b>	1549 Farrow Crescent INNISFIL, L9S 0L6
<b>Vendor/Builder Name:</b>	Zancor Homes (Innisfil) Ltd.
<b>Vendor/Builder Number:</b>	44528
<b>Warranty Start Date:</b>	June 7, 2018
<b>Case Type/Sub-Type:</b>	Year End Form
<b>Case Number:</b>	3497856
<b>Inspection Date:</b>	October 28, 2019
<b>Report Date:</b>	March 27, 2020
<b>Attendance at Inspection:</b>	

Tarion Representative: Michael Chymycz  
Owner: Ihor Hozyun  
Builder Representative: Mary Ielpo  
Builder Representative: Tony Greco  
Builder Representative: Anthony Riccardi

This report indicates Tarion's assessment of the claim items submitted by the owner. The item numbers and descriptions in the report are exactly as submitted by the owner.

This report is divided into the following sections:

1. Assessment Summary
2. Warranted Items
3. Items Not Warranted
4. Items Not Assessed

**Note:** If there are no items in a section, that section will not appear on this report.

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The warranties referred to in the report are described in Appendix "A".

The owner reported that the rain garden installed at the front of the house has not been installed a minimum of 10' from the foundation as required and that water pools and ponds around the rain garden which results in water being directed back towards the residence.

The builder reported that the lot grading plan, rain garden location, dimensions and overall installation has been inspected and approved by Urban Watershed Group Ltd. and has Municipal approval. The builder provided a copy of a lot grading certification letter authored by Urban Watershed Group Ltd. which appears to confirm the lot grading certificate has been issued.

Tarion observed that backfill and sod directly abutting the foundation appears to prevent drainage towards the building. All other areas are noted to fall under the authority of the municipality. The reported concern has been identified to fall beyond the scope of the statutory warranty.

This claim does not fall within the statutory warranties provided under the *Ontario New Home Warranties Plan Act*.

**17**

**(17) | Exterior - Lot/Property/Yard - Yard - Front - Asphalt at the front of driveway sank, rainwater and mud stay there for long time**

The owner reported that the end of the driveway near the road appears to have sunk which has resulted in rainwater and mud accumulating at the base of the driveway.

The builder reported that the identified area at the bottom of the driveway is intentionally installed below the adjacent curb due to the fact that only a basecoat has been installed to date and that once the topcoat is installed in the springtime, no water or debris will accumulate in this location. The builder indicated that as per the contract, the driveways are to be installed after approximately 2 full seasonal cycles, which will be in the spring of 2020.

Tarion observed that a small amount of water and debris appears to accumulate at the bottom of the driveway where it abuts the adjacent municipal curb. The observed area appears to be installed lower than the curb to accommodate the installation of a driveway topcoat. Tarion observed that the Schedule "A" within the purchase agreement appears to indicate that driveways will be completed after approximately 2 full seasonal cycles. A builder related defect was not identified by Tarion at the time of the conciliation. If the topcoat is not installed by the builder in the spring of 2020, this item can be reported to Tarion for reassessment.

There is no defect in workmanship or materials and, therefore, no breach of the *One Year Workmanship Warranty* or the *One Year Materials Warranty*.

**20**

**(20) | Exterior - Lot/Property/Yard - Yard - Side - Grading/Sodding - Not proper grading on both sides of house, rainwater blocked and stay there for long time, rainwater creates an extensive pressure on the foundation walls**

## APPENDIX “A”

### WARRANTIES UNDER THE ONTARIO NEW HOME WARRANTIES PLAN ACT - DEFINITIONS & DESCRIPTIONS

**Note:** These are simplified descriptions provided for ease of understanding. The full definitions/descriptions are found in the references in brackets. The warranties and limits on warranties are also described in the *Homeowner Information Package* and on [www.tarion.com](http://www.tarion.com).

#### The Pre-Completion Warranties

##### *Deposit Protection*

- A home buyer who has entered into a contract to purchase a home from a vendor is entitled to reimbursement of a deposit paid to the vendor which is to be credited to the purchase price under the contract on closing if
  - the person has exercised a statutory right to rescind the contract before closing; or
  - the person has a cause of action against the vendor resulting from the fact that title to the home has not been transferred to the person because,
    - the vendor has gone into bankruptcy; or
    - the vendor has fundamentally breached the contract [s.14(1) of the *Ontario New Home Warranties Plan Act* (the “Act”).]

##### *Financial Loss for Contract Homes*

- An owner of land who has entered into a contract with the builder for the construction of a home on the land and who has a cause of action against the builder for damages resulting from the builder's failure to substantially perform the contract is entitled to receive reimbursement for shortfall, if any, between the amount paid by the owner to the builder under the contract and the value of work and materials supplied by the builder [s.14(2) of the Act].

#### The Delayed Closing/Occupancy Warranties

##### *Delayed Closing or Delayed Occupancy Compensation Warranty*

- If the closing of the sale of your home or the occupancy date of the condominium is delayed beyond the permitted delays in the legislation, then delayed closing or occupancy compensation may be payable [Reg. 165 under the Act].

##### *The One Year Warranty*

##### *Workmanship*

- Every vendor of a home warrants for one year after the date of possession that the home is constructed in a workmanlike manner [s.13(1)(a)(i) of the Act].

##### *Materials*

- Every vendor of a home warrants for one year after the date of possession that the home is free from defects in materials [s.13(1)(a)(i) of the Act].

##### *Fit for Habitation*

- Every vendor of a home warrants for one year after the date of possession that the home is fit for habitation [s.13(1)(a)(ii) of the Act].

##### *Building Code*

- Every vendor of a home warrants for one year after the date of possession that the home is constructed in accordance with the *Ontario Building Code* [s.13(1)(a)(iii) of the Act].

##### *Major Structural Defect*

- Every vendor of a home warrants to the owner for one year after the date of possession that the home is free of major structural defects as defined in the legislation [s.13(1)(b) of the Act].