

REQUIRED READING

FOR INFORMED ADULTS

THE GUARANTEE PLAN FOR NEW RESIDENTIAL BUILDINGS



www.garantie.gouv.qc.ca/en

This informational document was prepared by the Direction des garanties financières of the 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 website:
www.garantie.gouv.qc.ca

Legal deposit — 2015

Bibliothèque et Archives nationales du Québec
ISBN (printed): 978-2-550-71989-2
ISBN (online): 978-2-550-71922-9

Gouvernement du Québec, 2017

REQUIRED READING

FOR INFORMED ADULTS

THE GUARANTEE PLAN FOR NEW RESIDENTIAL BUILDINGS — CONDO

The RBQ regularly
updates the information
provided on the website
garantie.gouv.qc.ca/en.
Please do not hesitate
to consult it.



QUICK FACTS

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

PARTIAL PAYMENTS ARE PROTECTED

up to a
maximum of
\$50,000

IF YOU NEED ACCESS TO
RECOURSE, BE SURE TO
COMPLY WITH THE TIME
LIMITS.

TO ENSURE YOUR GUARANTEE 100%

THE GUARANTEE DOES NOT APPLY
TO ALL TYPES OF NEW RESIDENTIAL
BUILDINGS.

IMPORTANT!

A pre-acceptance
inspection protects
your rights and marks
the beginning of
certain guarantees.



6

32

40

A PLAN THAT PROTECTS YOU

- 7 You've decided to buy a new condo?
- 9 Do business with an accredited contractor
- 10 Is your condo covered by the mandatory Guarantee Plan?
- 11 The guarantee contract
- 12 Coverage provided
- 16 Benefits provided
- 18 Exclusions from the Guarantee Plan
- 20 The inspection before acceptance of the building
- 23 Procedures for Making a Claim

RECOURSE

- 33 Mediation
- 34 Arbitration
- 38 Going to court

APPENDICES

- 42 Vocabulary and Other Useful Notions
- 45 Pre-Acceptance Inspection Checklist – Private Portion
- 53 Pre-Acceptance Inspection Checklist – Common Portions
- 60 Contact Information

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

A PLAN THAT PROTECTS YOU

The RBQ regularly
updates the information
provided on the website
garantie.gouv.qc.ca/en.
Please do not hesitate
to consult it.



You've decided to buy a new condo?¹

Congratulations! You're going to be a home owner and, with a new condo, you won't have to worry about renovations. In theory, you'll move right in... easy as pie. In theory. But as we all know, the unexpected can happen: delays completing the work, latent defects, serious flaws, etc.

Good news : In 1999, the Québec government made the Guarantee Plan for New Residential Buildings **mandatory**.² The Guarantee Plan ensures that your contractor properly fulfills all legal and contractual obligations set out in the Regulation.

So you're protected. This brochure will tell you everything you need to know about the Plan:

- Buildings covered by the guarantee
- Coverage and benefits provided for each type of building
- Procedures to follow for making a claim
- The recourse available, should you need it

BE VIGILANT: GET INFORMED!

- It is in your best interests to read this brochure carefully before going ahead with your project. You will find all the information you need to establish a good relationship with your contractor and, if necessary, to make sure your rights are respected by your contractor and your guarantee plan manager.³
- Having trouble interpreting part of this brochure? The guarantee contract referred to on page 11 and, in particular, the Regulation respecting the guarantee plan for new residential buildings remain the official sources of reference. The Regulation can be found at www.garantie.gouv.qc.ca.
- Be vigilant at **each stage** of your project to ensure that it is carried out to your complete satisfaction!

1. For ease of reading, the common term "condo" will generally be used in this brochure to mean "property held in divided co-ownership".

2. This informational brochure includes recent changes, which came into effect on January 1, 2015, introduced by the Regulation modifying the Regulation respecting the guarantee plan for new residential buildings.

3. Contact information for Guarantee Plan managers can be found on page 60.

MANDATORY PLAN VS. PRIVATE PLANS

What makes the Guarantee Plan for New Residential Buildings different from the private guarantee plans on the market?

To begin with, it's mandatory: anyone purchasing a building covered by the Plan is automatically protected.

Further, its terms and conditions are established by the Regulation respecting the guarantee plan for new residential buildings, which is administered by the Régie du bâtiment du Québec (RBQ).

Finally, any advertising concerning the mandatory Guarantee Plan must clearly distinguish it from all private guarantee plans on the market, and state that it is approved by the RBQ and that it ensures financial protection regarding a portion of the contractor's legal and contractual obligations.

Private plans, on the other hand, can only be offered for buildings that are not covered by the Regulation respecting the guarantee plan for new residential buildings. So, to know who you're in business with, get informed!



Pstt!

THINKING OF BUYING A HOUSE?

This brochure applies to buildings held in divided co-ownership (condos). For information on houses, see *Required reading for informed adults – GUARANTEE PLAN FOR NEW RESIDENTIAL BUILDINGS – HOME!*

Do business with an accredited contractor

Before you buy a new condo, make sure the contractor you want to work with has a general contractor's licence (with licence subclass 1.1.1 or 1.1.2) and is accredited by the RBQ's authorized plan manager. This ensures that you are automatically covered by the Guarantee Plan for New Residential Buildings.

In order to do this, you can contact the Guarantee Plan manager. You can also consult the RBQ's contractors index (www.rbq.gouv.qc.ca) or contact the RBQ's Direction des relations avec la clientèle.⁴

4. Contact information for these resources is provided on page 60.



The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

Is your condo covered by the mandatory Guarantee Plan?

The guarantee does not apply to every type of new residential building. Which ones are covered?

BE AWARE!

Remember...

The mandatory plan applies strictly to entirely new buildings.

How much living space?

In order to avoid unpleasant surprises, it is important to specify the method of calculation for the living area of your private unit within the sales contract or job contract.⁵

For example: Some contractors measure units from one exterior wall to the other,⁶ which does not correspond to the size of the actual living space. When the area is calculated in this way, the sales contract could indicate an area of 1,200 ft² whereas the living area is actually only a little over 900 ft².



BUILDINGS HELD IN DIVIDED CO-OWNERSHIP

The following types of new buildings are covered by the guarantee, in the category of buildings held in divided co-ownership (condo):

- Detached, semi-detached, and row-type single-family dwellings
- Multi-family buildings comprising no more than four private portions stacked one above the other, where the calculation of these four portions does not take into account private areas used for parking or storage.

GUARANTEE ASSURED!

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 the plan manager of the mandatory Guarantee Plan, it is still covered by the guarantee.

Pstt!

5. The definitions of these two types of contract can be found on page 42.

6. This way of calculating the area is not illegal.

The guarantee contract

You've made certain that your contractor is accredited. You've verified that the building you want to buy is covered by the Guarantee Plan for New Residential Buildings. **You're ready to get started.**

Next step: Your contractor must give you a signed copy of the appropriate guarantee contract for your new condo. Once you are in possession of a copy of the duly-signed contract, you and your contractor are required to respect the obligations it contains.

For your part, your obligations consist primarily of the following:

- Conscientiously complete the pre-acceptance inspection of your condo, accompanied by your contractor, and complete the checklist given to you by your contractor.⁷
- Comply with the deadlines and procedures set out in the contract and in the Regulation.

This contract contains all of the details about the coverage offered by the Guarantee Plan, as well as the procedures for making a claim, and available recourses in case of a problem with your contractor. Refer to it whenever necessary; it's your best ally!

The guarantee contract must also contain the following information:

- Your name and address, and the contractor's name and address
- 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 (and perhaps the email address) of the plan manager
- The contractor's accreditation and licence numbers 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 RBQ's decision.

7. See The Inspection Before Acceptance of the Building, page 20, and the Pre-Acceptance Inspection Checklist, private portion, beginning on page 45.

Coverage provided

If your contractor fails to comply with the legal or contractual obligations covered by the Guarantee Plan for New Residential Buildings regarding condos, you're protected. How?

To begin with, some coverage is applicable **before** acceptance of the private portion and the common portions, while other coverage is applicable **after** acceptance. In each case, maximum benefit amounts have been set out.⁸

APPLICABLE COVERAGE **BEFORE** ACCEPTANCE OF THE BUILDING

Coverage is provided for both the sales contract and the job contract.⁹

Coverage provided in the case of a sales contract	Coverage provided in the case of a job contract
<ul style="list-style-type: none"> partial payments made <p>OR</p> <ul style="list-style-type: none"> the completion of the work on the private portion, where you are the holder of the ownership titles (meaning that you have signed the sales contract for your condo before a notary)* 	<ul style="list-style-type: none"> partial payments made* <p>OR</p> <ul style="list-style-type: none"> the completion of the work (the maximum amount is dependent on the type of property¹⁰)*

* On the condition that there is no unjustified profit on your part.

8. See Benefits provided, page 16.

9. Definitions of these terms can be found on page 42.

10. See Benefits provided, page 16.

You can also claim costs for relocation (including room and board), moving, and storage of your property, in the following cases:

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

PROTECT YOURSELF!

The coverage and benefits provided are described in detail in the guarantee contract you received and in the Regulation respecting the guarantee plan for new residential buildings, which is available at www.garantie.gouv.qc.ca.

Read it carefully, it's about your rights!

Pstt!

APPLICABLE COVERAGE **AFTER** ACCEPTANCE OF THE BUILDING

After acceptance of your private portion or the common portions, the plan covers you for:

- Completion of work related to the private portion and declared in writing in the document you completed at the time of acceptance¹¹ or, if you have not moved in, within three days following the acceptance.
- 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. Good to know: The acceptance of the common portions cannot take place if any work other than minor work¹² still needs to be completed.
- The repair of apparent defects or poor workmanship¹³ listed and declared in writing at the time of acceptance of a private portion or the common portions. Note that, with regard to the private portion, as long as you have not yet moved in, you have three days following the acceptance of your unit to inform your contractor in writing of work to be completed within your unit. Be vigilant, so that you do not lose your guarantee for the completion of the work and the repair of any defects or poor workmanship! With regard to the common portions of the property, you and the co-owners' syndicate must send your claim in writing to the contractor, with a copy to the plan manager, within a reasonable amount of time¹⁴ following the end-of-work date agreed upon at the time of acceptance.

11. See The Inspection Before Acceptance of the Building, page 20.

12. Minor work means small-scale finish work, such as installing a light fixture or a missing piece of hardware. If there is major work still to be completed, e.g. the elevators, it is recommended that you not sign the building acceptance document.

13. What are "defects" and "poor workmanship"? See page 43.

14. According to the majority of arbitration decisions and court rulings, a reasonable amount of time means a period that should not exceed six months, except in exceptional circumstances.



- 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. Existing, non-apparent poor workmanship must be declared in writing to the contractor and to the plan manager within a reasonable amount of time.
- 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.
- 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, or in the case of gradual defects or losses, after their first significant manifestation.
- Expenses for relocation, moving and storage of your property if you cannot live in your condo while the corrective work is being carried out.
- Restoration of the building and repair of material damages caused by the corrective work.

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

REPAIRS THAT ARE URGENT AND NECESSARY

Do you believe that measures must be taken to ensure the preservation of the private portion or the common portions of your building and prevent further damage? You (or the co-owners' syndicate) have the right to require the contractor or the plan manager to perform this work, and 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 can make a claim later for reimbursement from both the contractor and the plan manager by following the appropriate procedures.

BE AWARE! *Two copies please*

In order to be eligible for all applicable coverage following the acceptance of your condo, you must submit your claim in writing to the contractor and send a copy to the plan manager within a reasonable amount of time¹⁶ following the end-of-work date (agreed upon with your contractor at the time of the pre-acceptance inspection and recorded on the checklist you completed during this inspection).¹⁷



15. See Procedures for Making a Claim, page 23.

16. Here too, a reasonable amount of time means a period not exceeding six months, except in exceptional circumstances.

17. For information on the pre-acceptance inspection of your condo, see pages 20 and 44.

Benefits provided

Each kind of coverage offered has a monetary limit.

- Your partial payments are protected to a maximum of \$50,000 for each private portion included in the declaration of co-ownership.
- Expenses incurred for relocation, moving, and storage of your property can be reimbursed when you provide supporting documentation, on the condition that there is no unjustified profit on your part. The **maximum is \$6,000** per private portion included in the declaration of co-ownership for:
 - » Reimbursement of the reasonable, actual cost incurred for moving and storage
 - » Reimbursement of the reasonable, actual cost incurred for relocation, including room (accommodations) and board (food), which cannot exceed the daily limits below:

Number of people	Maximum amount
1	\$95
2	\$125
3	\$160
4	\$190

- For a detached, semi-detached, or row-type single-family home, the amount allocated for the completion of work and the repair of defects and poor workmanship corresponds to the amount indicated in the contract, up to a maximum of \$300,000, never to exceed \$3,000,000 for all units included in the project.

- For a multi-family building, the amount allocated for the completion of work and the 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 \$200,000 multiplied by the number of private portions within the building, never to exceed \$3,000,000
- Concerning the obligation of ensuring the water supply, in quantity as much as quality, the maximum amount allocated for damages incurred within your unit is \$300,000, never to exceed \$3,000,000 for the entire building. **Be aware!** If you sign a job contract,¹⁸ make sure it includes this obligation concerning the water supply.

BE AWARE!

\$300,000 maximum

The maximum coverage amount of \$300,000 in benefits applies to **all** of the work performed. Thus, you cannot claim, for example, \$300,000 for completion of the work and another \$300,000 for the water supply!



18. The definition of "job contract" can be found on page 42.

PURCHASING A MODEL UNIT

ARE YOU SELLING YOUR CONDO?

Pstt!

The Guarantee Plan is transferable; the new owner will therefore be covered by the guarantee for the remaining coverage period.

How long after the construction of a model unit in a building held in co-ownership¹⁹ (commonly known as a model unit) is it protected by the Guarantee Plan for New Residential Buildings?

If you purchase a new condo within 24 months following the end of work on the common portions, all of the coverage begins at the time of acceptance of your private portion, except the five-year coverage for faulty design, construction, or production of the work, or the unfavourable nature of the ground: this coverage begins with the end of the work on the common portions, and it will therefore be limited to the time remaining in the guarantee.

For example, if work on the common portions has been completed for one year at the time you purchase your condo, there would be four years remaining of the original five years of coverage²⁰ for faulty design, construction, or production of the work, or the unfavourable nature of the ground. All other coverage pertaining to the private portion begins upon your acceptance of your condo.

Be aware! 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, and it has not been completed, the guarantee for completion of the work after acceptance of the building does not apply.

19. What is a model home? See page 42.

20. See Applicable coverage **after** acceptance of the building, page 13.

Exclusions from the Guarantee Plan

The Guarantee Plan does not cover the following:

- Repairs to defects in the materials and equipment that you supply and install
- Repairs made necessary by normal behaviour of materials, such as shrinkage cracks
- Repairs made necessary by circumstances for which you are at fault, such as inadequate maintenance or misuse of the building, and those resulting from alterations, deletions or additions that you have made
- Deterioration brought about by normal wear and tear
- The obligation to relocate, move or store your 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, **with the exception of the descending slope of the lot, which is covered**
- 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, and architects). These debts can lead to legal mortgages. A legal mortgage allows, for example, a sub-contractor who was not paid by the general contractor to claim 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. To do so, the creditor must follow the requirements provided for in section 2727 of the Civil Code of Québec and, among other things, publish a prior notice before the 30th day following the end of work.

However, new residential building guarantees do not cover legal mortgages! You must therefore be very careful when you make payments to the contractor and make certain you are protected (see page 19).

LEGAL MORTGAGES: HOW TO PROTECT YOURSELF

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

Obviously, it is difficult to ensure that your contractor will pay all of their employees, sub-contractors, and materials suppliers. The Civil Code of Québec does, however, contain clauses that allow you to reduce the risk of being confronted with legal mortgages. Among other things, you can ask the contractor for a complete list of their employees, sub-contractors, and materials suppliers.

As article 2122 of the Civil Code states, while the contractor may require partial payments for the value of the work performed and the materials needed, before doing so, they are required to furnish you with a statement of the amounts paid to subcontractors and materials suppliers and the amounts still owing to them.

You can then, pursuant to article 2123 of the Civil Code, instruct your notary to **withhold the amounts** needed to cover any potential legal mortgages until you have been assured that all of the employees, sub-contractors, and materials suppliers have been paid in full.

If, after taking these steps with your contractor, you are concerned about finding yourself in such a situation, the best idea is to consult a lawyer.

The inspection before acceptance of the building

The acceptance of a building is an important act that determines the beginning of certain guarantees. For a property held in co-ownership, it is done in two phases: the acceptance of your private portion first, and then the acceptance of the common portions.

ACCEPTANCE OF THE PRIVATE PORTION

Before accepting the private portion, you must carry out the inspection of your unit, accompanied by your contractor. Good idea! A conscientious inspection is the best way to protect your rights and mark the beginning of certain guarantees.

This inspection is completed using a pre-established list of elements to verify, which the contractor must provide to you.²¹

Once the pre-acceptance inspection has been completed, you will still have three days to complete the checklist and to add items to the list of work to be corrected or completed, on the condition that you have not yet moved into your new condo.

Once the checklist has been completed, you must sign it and keep your copy in a safe place where you can find it. Did you request additional changes or corrections on the checklist? Make sure to send a copy of your revised list to your contractor and to the Guarantee Plan manager. Your contractor should complete the work and correct any defects noted on the checklist. In the event that your contractor does not do so, see Procedures for Making a Claim, page 23.

BE VIGILANT!

If you are not sure you have the knowledge needed to verify these elements properly, you may be accompanied by an individual of your choice. It is in your best interests to be accompanied during this very important step by an experienced person or a trained professional.²² Moreover, in the whirlwind of an upcoming move, a second opinion can prove to be very useful in finding all the work that needs to be completed or corrected!

Use the checklist to inspect your unit thoroughly. 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. Meticulously note all elements to be completed or corrected, for example, a door that has not been properly adjusted, a scratch in the bathtub or on a countertop, etc.

With your contractor, set a time limit for completing the work and making the corrections, and mark this date at the end of the list. Please note that this time limit should not exceed six months.

Feel free to discuss with your contractor and to ask him any questions you may have. If you disagree with him on the work that still needs to be completed or corrected, write it on the list.

21. This checklist for the private portion is included at the end of this brochure, on pages 45 to 52.

22. Contact information for professional associations in the field of home inspection can be found on page 61.

ACCEPTANCE OF THE COMMON PORTIONS

The first step in the normal process of acceptance of the common portions is when the contractor sends an end-of-work notice to the co-owners' syndicate, once the syndicate has been formed and is no longer under their control, and to every known beneficiary (co-owner). The work must be complete at this time, leaving only minor, small-scale work to be done, such as the installation of a light fixture or a missing piece of hardware.

Once the end-of-work notice has been received, the syndicate must choose a building professional (an architect, engineer, or technologist)²³ as soon as possible to carry out the inspection of the common portions. If this is not done, the rule regarding the presumption of acceptance may apply, if the four conditions listed on page 22, under the heading **Make sure you follow the proper procedures!**, have been met. This inspection is to be done jointly by the building professional, the contractor, and the syndicate using a pre-established checklist that is provided by the plan manager.²⁴

Following this inspection, the professional chosen by the syndicate produces a written declaration in which they establish the date of acceptance of the common portions and indicate both work that must be corrected and any minor work that may still need to be completed. The document prepared by the professional constitutes the acceptance of the common portions.

In the case of a co-ownership in phases, the acceptance of the common portions and the declaration must be completed at the end of work on each of the buildings.

N.B.: If any major work still needs to be done, the professional mandated by the syndicate cannot accept the common portions. The syndicate must then request, in writing and without delay, that the contractor finish the work, by sending them the list prepared by the professional, with a copy 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, make certain this is clearly indicated on the checklist provided for the inspection.

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

BE AWARE!

RBQ checklist

Make sure that the pre-acceptance inspection checklist you receive has been provided to your contractor by the manager of the Guarantee Plan for New Residential Buildings and that it contains the phrase "Approved by the Régie du bâtiment du Québec".



23. Contact information for building professionals is provided on page 61.

24. The checklist for common portions is provided on pages 53 to 59.



MAKE SURE YOU FOLLOW THE PROPER PROCEDURES!

The Regulation stipulates that acceptance of the common portions is presumed to have taken place six months at the latest following the end-of-work date, when the following four conditions have been met:

- The work related to the common portions has been completed;
- The syndicate has been formed and is no longer under the contractor's control;
- 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; and
- Six months have elapsed since the syndicate received this notice, and the syndicate, without reason, has not had the inspection carried out for acceptance of the common portions.

Be aware! If any one of these four 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 contact 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 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.

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

Procedures for Making a Claim

Obviously, you hope that the acquisition of your condo will be problem-free. Despite all your precautions, however, things can go wrong and the contractor may fail to meet their contractual obligations.

In such a case, if the work is covered by the guarantee,²⁵ you are entitled to make a claim. The procedure to follow varies, depending upon when the problem arises.

READ YOUR CONTRACT

The procedure for making a claim is described in your guarantee contract. Read it carefully, and above all, be sure to comply with the time limits it sets out.

Pstt!

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:²⁶

- The reimbursement of partial payments you have made
- The completion of work under the conditions mentioned
- The reimbursement of your relocation, storage, and moving costs

25. See Coverage provided, page 12, and Benefits provided, page 16.

26. See page 12 for more details.

PARTIAL PAYMENTS AND COMPLETION OF WORK

This is the procedure to follow:

- First, review the important step of the pre-acceptance inspection on page 20.
- **Within a reasonable amount of time**²⁷ following the end-of-work date agreed upon with the contractor, send your claim in writing to the contractor and a copy to the plan manager. **Smart idea:** Send your claim by registered mail so that you can keep the receipt as proof and protect your rights.
- **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 of the situation, in writing and 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 even partially, accepted or if an agreement is reached with the contractor.
- **Within 15 days following** receipt of your written notice, the plan manager must write to the contractor and request that they take action, and that they inform the plan manager of the measures they intend to take to remedy the situation. The contractor has 15 days to respond.
- **Within 15 days following** the expiry of the response time granted to the contractor, if they have not responded to inform the plan manager of the measures they intend to take to remedy the situation, the plan manager must go on-site to carry out an inspection of the building (if required, based on the type of claim you are making).
- **Following the inspection**, the plan manager has 30 days to send you a detailed, written report by registered mail stating whether or not the situation has been settled between you and the contractor. If the plan manager cannot do so within 30 days, they must inform you of this in writing and provide reasonable grounds for the delay. They must also inform you of when they will render a decision. If the plan manager finds that the disagreement with your contractor has not been settled, they will make a ruling on 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, or to complete²⁸ or correct the work, as the case may be, within a reasonable time limit agreed upon with you.

27. According to the majority of arbitration decisions and court rulings, a reasonable amount of time means a period that should not exceed six months, except in exceptional circumstances.

28. Page 16 shows the maximum amounts provided under the Guarantee Plan for completing the work.

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

AMOUNTS STILL OWING

- **In the event that the contractor fails to reimburse you** or to complete or correct the work, and there is no recourse to mediation, or the plan manager's decision is not contested in arbitration by one of the parties, the plan manager shall, within 15 days following the expiry of the time period agreed upon in the preceding paragraph, make the reimbursement or take charge of completing or correcting the work. 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 \$50,000. On the other hand, if you hold the ownership title, the work can be completed provided that the scale of the work does not result in a profit to you.²⁹

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. Within 30 days following the expiry of the time limit agreed upon by you and the plan manager, they must inform you, in writing, of the anticipated time frame for completing the various steps involved in correcting the work.

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. You can also 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, you will be able to proceed with the pre-acceptance inspection referred to on page 20. This inspection will allow you to determine whether any work still needs to be completed or corrected.

29. Page 16 shows the maximum amounts provided under the Guarantee Plan for completing the work.

A DECISION IN DUE FORM

The following information must be included in all decisions made by the plan manager:

- The statement that it is the decision of the plan manager
- Your name as the beneficiary of the guarantee
- The name of the contractor with whom 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 recourse and the time limits prescribed by the Regulation respecting the guarantee plan for new residential buildings³⁰
- The contact information for the arbitration bodies authorized by the RBQ
- The contact information for the ministère du Travail (to obtain the list of accredited mediators)



YOU DON'T AGREE?

If you disagree with a decision made by the plan manager, recourse is available.

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

30. See Recourse, page 32.

REIMBURSEMENT OF RELOCATION, STORAGE, AND MOVING COSTS

You can't move in to your condo on the expected date because the work hasn't been completed? You have a maximum of six months following the acceptance of your condo to send a request in writing to the contractor for reimbursement of your expenses for relocation, food, storage and moving. You must also send a copy of the request to the plan manager.

BE AWARE!

Common portions? The syndicate becomes involved

If the claim concerns the common portions, all the steps to implement the guarantee must be carried out by the co-owners' syndicate. You want to be absolutely sure the work is done according to common trade practices? The best plan is to join the syndicate!



How? It's easy!

- You send a request for reimbursement along with supporting documentation to both your contractor and the plan manager, preferably by registered mail.
- Within 15 days after receiving your request, the contractor must follow up with your claim. If the contractor does not respond to your claim within this time period, you must inform the plan manager³¹ in writing, preferably by registered mail.
- Within 30 days after receiving your notice, the plan manager must make a decision regarding your claim.

31. The address can be found on page 60.

A black and white photograph of a man wearing a white hard hat and a white button-down shirt. He is smiling broadly while talking on a mobile phone held to his ear with his right hand. He is also holding a large roll of blueprints or documents in front of him with his left hand. The background is a bright, overexposed outdoor setting.

The RBO regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

COVERAGE AFTER ACCEPTANCE OF THE BUILDING

As mentioned above, you will draw up the list of any work that is still to be completed at the time of the pre-acceptance inspection with the contractor. When you sign this document, you are accepting the building. Therefore, the date on which you sign is very important, because it marks the starting point of a number of time limits.

BUT BEWARE! As of January 1, 2015, the Regulation respecting the guarantee plan for new residential buildings also sets out the starting point for another important time limit regarding claims for completion of the work and the repair of defects and poor workmanship: the end-of-work date agreed upon with the contractor at the time of acceptance of the private portion or the common portions of the co-ownership.

If you need to make a claim of this type because the contractor has failed to meet their legal or contractual obligations, you must do so within a reasonable amount of time³² following this date.

Claims that can be made after acceptance of your condo are related to the following types of coverage:³³

- For the private portion, the completion of work declared in writing at the time of acceptance or within three days following the acceptance if you have not moved in
- For the common portion, the completion of minor work³⁴ declared in writing at the time of acceptance
- For both the private portion and common portions of the building:
 - » 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 defects and poor workmanship that exist, but are not apparent, 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
 - » Expenses for relocation, moving and storage of your property if you cannot live in your condo while the corrective work is being carried out
 - » Restoration of the building and repair of material damages caused by the corrective work

33. See page 13 for more details.

34. Completion involves minor work (meaning small-scale finish work, such as the installation of a light fixture or a missing piece of hardware); when major work is involved (such as the elevators), it is not recommended that you sign the document accepting the building.

32. According to the majority of arbitration decisions and court rulings, a reasonable amount of time means a period that should not exceed six months, except in exceptional circumstances.

PROCEDURE TO FOLLOW

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 guarantee that applies after the acceptance of your condo. **Be vigilant:** The time limits for submitting your claim must be respected; otherwise, the plan manager may refuse it.

Here is the procedure to follow:

- **Within a reasonable amount of time** following the discovery of a defect or poor workmanship, as the case may be, inform the contractor in writing, preferably by registered mail, of the construction defect and send a copy to the plan manager, in order to preserve your right to recourse.
- **At least 15 days after** you send this notice 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 even partially, accepted or if an agreement is reached with the contractor.
- **Within 15 days following** receipt of your written notice, the plan manager must write to the contractor and request that they take action, and that they inform the plan manager of the measures they intend to take to remedy the situation; the contractor has 15 days to respond.
- **Within 15 days following** the expiry of the response time granted to the contractor, if they have not responded to inform the plan manager of the measures they intend to take to remedy the situation, the plan manager must go on-site to carry out an inspection of the building (if required, based on the type of claim you are making).

- **Following the inspection**, the plan manager has 30 days to send you a detailed, written report by registered mail stating whether or not the situation has been settled between you and the contractor. This detailed, written report constitutes the plan manager's decision. If the plan manager cannot comply with the 30-day time limit, they must inform you of this in writing and provide reasonable grounds for the delay. They must also inform you of when they will render a decision. If the plan manager finds that the disagreement with your contractor has not been settled, they will make a ruling on 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, within a reasonable time limit agreed upon by you and set out in the decision.
- **In the event that the contractor fails to reimburse you** or to complete or correct the work and there is no recourse to mediation or the plan manager's decision is not contested in arbitration by one of the parties, the plan manager shall, within 30 days following the expiry of the time period agreed upon in the preceding point, make the reimbursement or take charge of completing or correcting the work. 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. Within 30 days following the expiry of the time limit agreed upon with you, the plan manager must inform you, in writing, of the anticipated time frame for completing the various steps involved in correcting the work.



Pstt!

YOU DON'T AGREE?

If you disagree with a decision made by the plan manager, recourse is available.³⁵



The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

35. For the types of recourse available to you, see Recourse on page 32.

RECOURSE



The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

Do you disagree with the plan manager's decision regarding your claim? You may submit your file to a mediator or an arbitrator within **30 days** following receipt of the plan manager's decision. And of course, if your contractor is not satisfied, they may also do so.

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

Mediation

Mediation is a course of action that allows both you and your contractor, by mutual agreement, to submit your dispute to a mediator with the goal of reaching an agreement.

THE REQUEST

A mediation request must be submitted to the Labour Minister within **30 days following receipt of the plan manager's decision**, and must indicate the name of the mediator chosen by the two parties. The list of authorized mediators is available at www.garantie.gouv.qc.ca and on the website of the ministère du Travail at www.travail.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; nothing that is said during them can be used as evidence in other files unless you agree otherwise.

COSTS

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

IF IT DOESN'T WORK

If mediation fails, and it is not possible to reach an agreement with the plan manager, you can take recourse by going to arbitration (see across). **You will have 30 days**, following receipt by registered mail of the mediator's notice of the total or partial failure of the mediation process, to consult an arbitration body authorized by the RBQ.

Pstt!

ONE STEP THAT ISN'T MANDATORY

Yes, you can go directly to arbitration without turning to mediation beforehand.

Arbitration

The government of Québec chose to include in the Regulation respecting the guarantee plan for new residential buildings a direct course of action that is without appeal and generally inexpensive for consumers: arbitration. Arbitration allows anyone who buys a new co-ownership unit covered by the mandatory Guarantee Plan to contest a decision made by the plan manager. As with mediation, your contractor can also take recourse in arbitration if they are not satisfied with a decision made by the plan manager.

THE REQUEST

If mediation fails and it is not possible to reach an agreement with the plan manager or the contractor, or if you go directly to arbitration, you have 30 days starting from the date of receipt by registered mail of the plan manager's decision, to consult an arbitration body authorized by the RBQ.³⁶ You can access the decisions rendered by these bodies on the website www.garantie.gouv.qc.ca/en, in section Know your recourses. You can search by subject and consult a summary of these decisions.

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

³⁶. The list of authorized arbitration bodies can be found on page 62.

BEFORE 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 five days in advance of the date, time, and location of the hearing and, if applicable, the date when they will conduct the visit of your condo. The arbitrator must hear all parties in order to render the most informed decision possible. The arbitrator's decision is binding, final, and without appeal.

Make sure that your file is complete and that all 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.

Pstt!

GOOD TO KNOW

If you believe that measures must be taken to ensure the preservation of your condo 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 RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

COSTS

- Arbitration costs are fully 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 reimburse you for it.
- The arbitrator must also make a decision regarding the reimbursement of your expert's fees by the plan manager and the contractor, even if it was the contractor who contested the plan manager's decision.

INTERRUPTION OF ARBITRATION

There are three possible situations in which the arbitration process might be interrupted.

- **You change your mind about your request for arbitration.** In this case, you will advise the arbitrator or arbitration agency of your decision, and you will probably have to pay the fees for filing the request for arbitration.

However, a word of caution: If you abandon your request for arbitration without having come to an agreement with the contractor or the plan manager, you will lose your right to challenge the validity of the plan manager's decision that led to the arbitration request, once the 30-day time limit for this has expired. (Recourse to arbitration must be exercised within 30 days from the date of receipt, by registered mail, of the plan manager's decision.)

- **You come to an agreement with your contractor and the plan manager, or with the plan manager only.** In this case, you may be asked to abandon your arbitration request in consideration of such an agreement.

A word of caution here as well: If you abandon your request for arbitration after coming to an agreement either with the contractor and the plan manager, or with the plan manager only, it is advisable that, when you inform the arbitrator of your decision, you also inform them of the details of your agreement, and request that they record the agreement in an arbitration decision and make an order requiring the parties to comply with it. This will allow you to file a request for official recognition of the agreement, should a party fail to comply with it.

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

- **You come to an agreement with the contractor only.**

Abandonment of your request for arbitration, if required under the terms of your agreement, could result in losing your right of recourse once the 30-day time limit following receipt of the decision rendered by the Guarantee Plan manager has elapsed.

In order to retain your right to arbitration, you may ask the arbitrator to postpone the hearing until after the date set out in the agreement for the performance of the work. This allows you to be certain that all parties have complied with the agreement before you abandon your recourse to arbitration. If a party fails to comply with the agreement, you will be able to reinstate the arbitration process.

FINAL RECOURSE

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 officially recognized by a judge. The arbitrator's decision will then be in full effect and enforceable. In theory, this is a formality, and you will not be required to repeat the debate presented before the arbitrator. Once this is done, you can take steps to have the decision enforced.

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

Going to court

It is always open to you to file a lawsuit against your contractor before the ordinary law courts. You must understand, however, that the Guarantee Plan for New Residential Buildings no longer applies in claims brought before an ordinary court.

EXAMPLE

Let's say your claim mostly concerns work that is not covered by the mandatory Guarantee Plan, such as landscaping or an outdoor pool,³⁷ 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 a single claim and opt for a lawsuit before the court.³⁸

The Civil Code of Québec therefore becomes the applicable legislation, and the mandatory Guarantee Plan no longer applies with regard to the items included in the claim before the court.

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

³⁷ See page 18 for the list of exclusions from the Guarantee Plan for New Residential Buildings.

³⁸ You may address the Small Claims Division of the Civil Division of the Court of Québec if your claim is for \$15,000 or less, the Civil Division of the Court of Québec if your claim is for less than \$85,000, and the Superior Court of Québec if your claim is for at least \$85,000.

RESPECTING PLAN TIME LIMITS

The Regulation respecting the guarantee plan for new residential buildings³⁹ 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.

If you fail to comply with the time limits for claims (implementation of the guarantee) or for recourse, this may compromise your claim or your request for mediation or arbitration. However, you may not be penalized if you can show that your failure to comply with a time limit can be attributed to a fault on the part of either the plan manager or the contractor.

If, for example, the plan manager fails to send you this informational document, as the Regulation requires, you could invoke this failure to gain an additional one-year period to present a claim. Thus, in the case of a claim concerning a latent defect, the time limit for sending in the claim could be four years following the acceptance of your home, even though the Regulation stipulates that such claims must be made within three years.

If the Guarantee Plan manager forgets to indicate in their decision the time limits for contesting the decision, the intended 30-day time limit to contest the decision can be extended by one year.

But beware! If the contractor or the plan manager can prove that the breach of their obligation had no effect on your failure to comply with 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, the arbitrator could reject your request.

³⁹ The Regulation respecting the guarantee plan for new residential buildings is available at www.garantie.gouv.qc.ca.

THE DEADLINE HAS PASSED, BUT...

You failed to comply with a deadline. Well, in some circumstances, this failure cannot be used as grounds for rejecting your claim or your request for recourse, that is, when the contractor, or even the plan manager, has not fulfilled their obligations concerning the following:

- The pre-acceptance inspection (articles 17 and 33 of the Regulation)
- The procedures for making a claim for coverage before or after acceptance (articles 17.1, 18, 33.1 and 34)
- The informational content of decisions made by the Guarantee Plan manager (article 66)
- The plan manager's obligation to give you (at the time that the condo or the building is registered, or as soon as the beneficiary is known) the explanatory document on 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 contractor's obligations, in particular with respect to 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)



BE AWARE!

A change to the mandatory Guarantee Plan

As of January 1, 2015, you can no longer be penalized for failing to comply with a time limit prescribed by the Regulation when the circumstances establish that your failure to comply with the time limit resulted from information you received from the contractor or the plan manager.



APPENDICES

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.



VIEW
AT PAGE

42

Vocabulary and Other Useful Notions

In order to successfully navigate your dealings with your contractor, the manager of the Guarantee Plan for New Residential Buildings and other stakeholders involved in your project, you need to make sure you're all... speaking the same language!

VIEW
AT PAGE

45

Pre-Acceptance Inspection Checklist

Private portion: Your contractor will give you this checklist, which you must complete meticulously after you have inspected your condo together. You can review it now, on page 45. **Common portions:** This pre-acceptance inspection checklist must be completed by the co-owners' syndicate. It can be found on page 53.

VIEW
AT PAGE

60

Contact Information

Civic and mailing addresses, email addresses, and telephone and fax numbers that will be useful at the various stages of your project.

VOCABULARY AND OTHER USEFUL NOTIONS

Both the contract you will sign with your contractor and the Regulation respecting the guarantee plan for new residential buildings contain terminology that you need to be familiar with in order to manage your project skillfully.

Don't worry, it's not rocket science!

Acceptance of the common portions: The act, a copy of which is sent to every known beneficiary (co-owner), 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 (see below) to be completed, which they have indicated. This declaration takes place following the reception of an end-of-work notice sent by the contractor to every known beneficiary (co-owner) and to the co-owners' syndicate, once it has been formed and is no longer under the contractor's control. In the case of a co-ownership in phases, the acceptance and the declaration take place at the end of work on each of the buildings.

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.

Beneficiary (co-owner): You, or any person who 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.

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.

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.

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

Common trade practices: All recognized, approved, or sanctioned construction techniques and practices. These practices are of an evolutionary nature since construction methods, equipment, and materials are constantly evolving. They are described, in particular, 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 standardization organizations
- Laws or regulations containing mandatory instructions related to the structure to be built
- Scientific or technical publications that are used in teaching professions or trades, or that are used to disseminate the most up-to-date knowledge

Completion of work: The completion of work related to the building and provided for in the original contract, and the completion of extra work agreed upon in writing between you and the contractor that remains outstanding.

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). These defects in workmanship are minor and therefore differ from latent defects and faulty design, construction or production of the work. 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 condo.

End of work on the common portions: The date on which all of the work related to the common portions of the building and agreed upon in writing between you and the contractor is 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 work related to the private portion of the building and agreed upon in writing between you and the contractor is completed or, at the latest, the date of the end of work on the common portions.

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

Job contract: A contract signed between you and a general contractor for the construction of a building on a piece of land that you already own.

Latent defect: Serious, non-apparent defect in construction that dates back to before the acceptance of your condo but that was unknown to you at the time of that acceptance. These defects must be declared in writing to the contractor and to the plan manager within a reasonable amount of time.

Minor work: Small-scale finish work, such as the installation of a light fixture or a missing piece of hardware.

Model co-ownership unit, or "condo" : A co-ownership unit in a building held in divided co-ownership that has no buyer at the time of the end of work on the common portions.

Reasonable amount of time: According to the majority of arbitration decisions and court rulings, a reasonable amount of time means a period that should not exceed six months, except in exceptional circumstances.

Sales contract: A contract signed between you and a general contractor for the purchase of the building site and the construction of your private portion.



For all types of buildings that are covered by the guarantee, a pre-acceptance inspection is required by the Regulation respecting the guarantee plan for new residential buildings.

The pre-acceptance inspection of the private portion must be carried out by you, the buyer and beneficiary of the guarantee, and the contractor together. If you do not have a good knowledge of construction, you may be accompanied by a person of your choice during 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.

Using this checklist, you and the contractor must carry out 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 you and the contractor do not agree on the work to be completed or corrected, you must state this directly on the inspection checklist.

In addition, you may add items to the list of work to be completed or corrected during the three-day period following the acceptance, on the condition that you have not moved into the building or into your private co-ownership unit.

PRE-ACCEPTANCE INSPECTION CHECKLIST

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

NAME OF CONTRACTOR

BENEFICIARY

RBQ LICENCE NO.

ACCREDITATION NO.

REGISTRATION NO. GIVEN BY THE PLAN MANAGER

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 building⁴⁰

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

⁴⁰. 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

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

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

INTERIOR - continued

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 doors: 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 RESERVATIONS⁴¹

ACCEPTANCE – WITH RESERVATIONS
(See the list of items to be corrected and/or completed)

BENEFICIARY'S SIGNATURE

CONTRACTOR'S SIGNATURE

END-OF-WORK DATE
(Applicable only if there is no work to be completed)

ANTICIPATED END-OF-WORK DATE

BENEFICIARY'S SIGNATURE

DATE OF ACCEPTANCE⁴²

41. The beneficiary's acceptance with or without reservations concerns only those items that are apparent at the time of building acceptance.

42. Date on 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.

The RBO regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

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

The pre-acceptance inspection⁴³ must be done by the co-owners' syndicate and the contractor, together with the building professional chosen by the 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 has been 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 syndicate must do a complete inspection of the common portions (sections 25 and 33 of the Regulation) in order to record the quality and level of completion of the work that has been done.

It is 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, which they indicate. Such minor work could be a missing light fixture or piece of hardware.

43. The Regulation states that if, following the receipt of an end-of-work notice sent by the contractor, the acceptance of the common portions of the building has not been done, it will then be presumed to have taken place not later than six months after the co-owners' syndicate received the end-of-work notice, if all of the following four 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 six months has elapsed since the syndicate received this notice, and the syndicate, without reason, has not accepted the common portions.

PRE-ACCEPTANCE INSPECTION CHECKLIST

Approved by the Régie du bâtiment du Québec

COMMON PORTIONS

For the common portions⁴⁴ of a building held in divided co-ownership

<input type="text"/>		<input type="text"/>	
NAME OF CONTRACTOR		BENEFICIARY	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
RBQ LICENCE NO.	ACCREDITATION NO.	REGISTRATION NO. GIVEN BY THE PLAN MANAGER	
<input type="text"/>		<input type="text"/>	
ADDRESS AND TELEPHONE NUMBER(S)		BUILDING DESCRIPTION	
NOTE TO THE PROFESSIONAL:			
<p>The professional cannot complete the Declaration of acceptance for the common portions of the building if there is work left to be completed within the common portions of the building, other than minor work. The inspection by the professional is done using this checklist 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.</p>			
CONTRACTOR'S DECLARATION:			
<p>The contractor declares that they have notified all known beneficiaries (co-owners), the co-owners' syndicate as well as the plan manager of the end of work on the common portions related to the building.</p>			
<input type="text"/>		<input type="text"/>	
SIGNATURE		DATE	

44. 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.

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 building⁴⁵

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

45. 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

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

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, security exit signs, fire exit signs and alarm system
- Plumbing system: sprinklers
- Heating and ventilation system
- Vertical transport systems (e.g. 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 or fencing
- Access doors and security exit doors: door check, hardware, finish
- Electrical systems: lighting
- Plumbing system: sprinklers
- Heating and ventilation system

INTERIOR - continued

5 GARAGE

- Flooring: concrete and drainage
- Wall covering and ceilings: painted drywall, concrete
- Columns and structure
- Access doors and security exit doors: door check, hardware, finish
- Electrical systems: lighting, security exit signs, fire exit signs, alarm system, and electrical control room
- Plumbing system: sprinklers, valves, and sprinkler control room
- Heating and ventilation system
- Garbage collection area: walls, doors, flooring, containers for garbage and recycling

PERSONAL NOTES

DECLARATION OF BUILDING ACCEPTANCE

THE BUILDING PROFESSIONAL⁴⁶ 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.

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

ACCEPTANCE – WITHOUT RESERVATIONS⁴⁷

ACCEPTANCE – WITH RESERVATIONS
(See the list of items to be corrected and/or completed)

NAME OF PROFESSIONAL

TITLE AND NO.

SIGNATURE

DATE

END-OF-WORK DATE

(Applicable only if there is no work to be completed)⁴⁸

ACCEPTANCE DECLARATION DATE

ANTICIPATED END-OF-WORK DATE⁴⁹

I DECLARE THAT I WAS PRESENT DURING THE WORK ACCEPTANCE INSPECTION

SIGNATURE OF BENEFICIARY
(Syndicate representative)

DATE

SIGNATURE OF BENEFICIARY
(Syndicate representative)

DATE

CONTRACTOR'S SIGNATURE

46. 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.

47. The beneficiary's acceptance with or without reservations concerns only those items that are apparent at the time of building acceptance.

48. Minor work remains to be completed.

49. Date on which all work will be completed, including any minor work that remains to be done.

CONTACT INFORMATION

RÉGIE DU BÂTIMENT DU QUÉBEC

Service à la clientèle
(for Montréal and all other regions)

255, boulevard Crémazie Est, local 040
Montréal (Québec) H2M 1L5

T 514 873-0976 1 800 361-0761
F 514 864-2903 1 866 315-0106

serviceclientele@rbq.gouv.qc.ca
www.rbq.gouv.qc.ca/en/home.html
www.garantie.gouv.qc.ca

AUTHORIZED PLAN MANAGER

LA GARANTIE DE CONSTRUCTION RÉSIDENTIELLE

4101, rue Molson, 3^e étage
Montréal (Québec) H1Y 3L1

T 514 657-2333 1 855 657-2333

info@garantiegr.com
www.garantiegr.com

TRANSITION PERIOD

During the transition period following the amendments made to the Regulation respecting the guarantee plan for new residential buildings in January 2015, the authorized plan manager may continue to be one of the plan managers in place prior to January 2015.⁵⁰

They are the following (no matter what name is given to it, the content of the mandatory Guarantee Plan is the same for all three plan managers):

QUALITÉ HABITATION

(LA GARANTIE HABITATION DU QUÉBEC INC.)

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

T 514 354-7526 1 800 956-7526
F 514 354-8292

reclamation@qualitehabitation.com

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

T 418 687-1992 1 800 463-5260
F 418 688-3220

reclamationquebec@qualitehabitation.com

www.qualitehabitation.com

50. For example, in the case of a contract signed in 2014 for a building delivered in 2015.

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

T 514 353-1120 1 866 613-8494

F 514 353-4871

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

T 418 682-3794 1 800 561-6575

clientele@apchq.com

www.gomaison.com

LA GARANTIE ABRITAT INC.

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

T 514 354-6508 1 855 218-6038

F 514 353-4871

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

T 418 682-3794 1 800 561-6575

clientele@abritat.ca

www.abritat.ca

BUILDING INSPECTION PROFESSIONALS

For the private portion

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

- The Ordre des architectes du Québec (OAQ), 1 800 599-6168, www.oaq.com
- The 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

For the common portions of buildings held in co-ownership, the co-owners' syndicate must have the inspection carried out by a professional from one of the three professional orders below:

- The Ordre des architectes du Québec (OAQ), 1 800 599-6168, www.oaq.com
- The Ordre des ingénieurs du Québec⁵¹ (OIQ), www.oiq.qc.ca
- The Ordre des technologues professionnels du Québec (OTPQ), 1 800 561-3459, www.otpq.qc.ca

It is recommended that you check with the appropriate professional order to be certain that the individual you hire is a member in good standing.

51. The OIQ does not provide references for engineers who carry out building inspections.

AUTHORIZED ARBITRATION BODIES

CANADIAN COMMERCIAL ARBITRATION CENTRE (CCAC)

QUÉBEC (City)

1800, avenue Industrielle, bureau 102
Québec (Québec) G3K 1L8

T 418 915-9292 1 800 207-0685

F 418 915-9449

MONTRÉAL

Place du Canada

1010, de la Gauchetière Ouest, bureau 950
Montréal (Québec) H3B 2N2

T 514 448-5980 1 800 207-0685

F 514 448-5948

greffe@ccac-adr.org

www.ccac-adr.org

SORECONI – SOCIÉTÉ POUR LA RÉOLUTION DES CONFLITS INC.

QUÉBEC (City)

1800, avenue Industrielle, bureau 102
Québec (Québec) G3K 1L8

T 418 915-9292 1 800 207-0685

F 418 915-9449

MONTRÉAL

1155, boulevard René-Lévesque Ouest, bureau 2500
Montréal (Québec) H3B 2K4

T 514 395-8048 1 866 998-8048

F 514 875-8967

rchiboub@soreconi.ca

www.soreconi.ca

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

6525, boulevard Décarie, bureau 201
Montréal (Québec) H3W 3E3

T 514 379-GAMM (4266) 514 379-4267

F 514 379-4268

info@legamm.com

www.legamm.com

GROUPE D'ARBITRAGE JUSTE DÉCISION (GAJD)

925, boulevard de Maisonneuve Ouest, bureau 134
Montréal (Québec) H3A 0A5

T 514 292-3755 1 844 292-3755

F 1 866 763-6377

info@gajdarbitrage.ca

www.gajdarbitrage.ca

The RBQ regularly
updates the information
provided on the website
garantie.gouv.qc.ca/en.
Please do not hesitate
to consult it.

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

The RBQ regularly updates the information provided on the website garantie.gouv.qc.ca/en. Please do not hesitate to consult it.

Régie
du bâtiment

Québec 



EcoLogo®



100 %