

REQUIRED READING

FOR INFORMED ADULTS

GUARANTEE PLAN FOR NEW RESIDENTIAL BUILDINGS



www.garantie.gouv.qc.ca

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.

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REQUIRED READING

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GUARANTEE PLAN FOR NEW RESIDENTIAL BUILDINGS - HOME

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 BUILD YOUR OWN HOME,
YOU WILL NOT BE
COVERED BY THE
GUARANTEE PLAN.

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.



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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



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You've decided to buy a new home?

Congratulations! You're going to be a home owner and, with a new home, 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**.¹ 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.²
- 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. 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.

2. Contact information for Guarantee Plan managers can be found on page 50.

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 CONDO?

This brochure applies to buildings that are not held in divided co-ownership. For information on condos, see *Required reading for informed adults – GUARANTEE PLAN FOR NEW RESIDENTIAL BUILDINGS – HOME!*



Do business with an accredited contractor

Before you buy or build a new home, 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.³

3. Contact information for these resources is provided on page 50.

BE AWARE!

If you want something done right, do it yourself? Not necessarily!

If you build your own home on a piece of land that you already own and act as project manager without doing business with an accredited contractor, you will not be covered by the Guarantee Plan. Think carefully before doing so!



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

Is your house 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.



BUILDINGS NOT HELD IN DIVIDED CO-OWNERSHIP

The following types of new buildings are covered by the guarantee, in the category of buildings not held in divided co-ownership:

- Detached, semi-detached, and row-type single-family dwellings
- Multi-family buildings (duplex, triplex, quadruplex or quintuplex)

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

PREFABRICATED HOMES

Prefabricated homes are also covered by the Guarantee Plan in the following circumstances:

- If the sales contract concluded with the manufacturer includes the complete installation of the home (turnkey project)
- If the sales and installation contract is concluded with a general contractor (turnkey project)
- If the sales contract is concluded with the manufacturer of the prefabricated home and the installation contract is concluded with a general contractor, only the on-site installation work, by the contractor, is covered by the Guarantee Plan.

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

Pstt!

The guarantee contract

You've made certain that your contractor is accredited. You've verified that the building you want to buy or build 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 type of home (i.e. a detached, semi-detached or row-type single-family dwelling; a duplex, triplex, quadruplex or quintuplex; or a pre-fabricated home). 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 home, accompanied by your contractor, and complete the checklist given to you by your contractor.⁴
- 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.

4. See The Inspection Before Acceptance of the Building, page 19, and the Pre-Acceptance Inspection Checklist, beginning on page 43.

Coverage provided

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

To begin with, some coverage is applicable **before** acceptance of your home, while other coverage is applicable **after** acceptance. In each case, maximum benefit amounts have been set out.⁵

APPLICABLE COVERAGE **BEFORE** ACCEPTANCE OF THE BUILDING

Coverage is provided for both the sales contract and the job contract.⁶

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, where you are the holder of the ownership titles (meaning that you have signed the sales contract for your home before a notary)⁷ 	<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 property⁷)[*]

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

5. See page 15.

6. Definitions of these terms can be found on page 41.

7. See Benefits provided, page 15.

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 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.



Pstt!

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!

APPLICABLE COVERAGE AFTER ACCEPTANCE OF THE BUILDING

After you have accepted the building, the following coverage is available to you:

- Completion of work related to your building and declared in writing in the document you completed at the time of acceptance⁸ or, if you have not moved in, within three days following the acceptance.
- The repair of apparent defects or poor workmanship⁹ listed and declared in writing at the time of acceptance of your building or, if you have not moved in, within three days following the acceptance.
- The repair of existing poor workmanship that is not apparent at the time of acceptance of your building and that 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.¹⁰
- The repair of latent defects that are discovered within three years following acceptance of the building and that are declared in writing to the contractor and to the plan manager within a reasonable amount of time.¹¹

8. See The Inspection Before Acceptance of the Building, page 19.

9. What are "defects" and "poor workmanship"? See page 41.

10. 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.

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

REPAIRS THAT ARE URGENT AND NECESSARY

Do you believe that measures must be taken to ensure the preservation of your new home and prevent further damage? You 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.¹²

- 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 the work. These defects must be declared in writing to the contractor and to the plan manager within a reasonable amount of time after their discovery or appearance, 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 home while the corrective work is being carried out.
- Restoration of the building and repair of material damages caused by the corrective work.

BE AWARE!

Two copies please

In order to be eligible for all applicable coverage following the acceptance of your home, you must submit your claim in writing to the contractor and send a copy to the plan manager within a reasonable amount of time¹³ 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).¹⁴



12. See Procedures for Making a Claim, page 21.

13. A reasonable amount of time means a period that should not exceed six months, except in exceptional circumstances.

14. For information on the pre-acceptance inspection, see pages 19 and 43.

Benefits provided

Each kind of coverage offered has a monetary limit.

- Partial payments are protected up to a maximum of \$50,000.
- 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** 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:
- For a multi-family building (duplex to quintuplex), 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 amount indicated in the contract

OR

 - » an amount equal to \$200,000 multiplied by the number of units in the building
- Concerning the obligation of ensuring the water supply, in quantity as much as quality, the maximum amount allocated for damages incurred is \$300,000. **Be aware!** If you sign a job contract,¹⁵ make sure it includes this obligation concerning the water supply.

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.

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!



15. The definition of "job contract" can be found on page 41.

PURCHASING A MODEL HOME¹⁶

How long after the construction of a model home is it protected by the mandatory Guarantee Plan for New Residential Buildings?

You are purchasing a new home on which work has already been completed. If you take possession within 24 months following the end of work, all of the coverage begins at the time of acceptance, 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, and it will therefore be limited to the time remaining in the guarantee.

For example, if work was completed one year ago, there would be four years remaining of the original five years of coverage¹⁷ for faulty design, construction, or production of the work, or the unfavourable nature of the ground. All other coverage begins at the time of the acceptance of your home.

Be aware! If, for any reason, you make an agreement with the contractor to buy a building in its state of completion at the time that the contract is signed (meaning that the building is incomplete), the guarantee for completion after acceptance of the building does not apply.



Pstt!

ARE YOU SELLING YOUR HOME?

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

16. What is a model home? See page 41.

17. Applicable coverage **after** acceptance of the building. See 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, 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 home, 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 home 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 18).

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

No matter what type of residence you buy, the Regulation respecting the guarantee plan for new residential buildings requires you to complete a pre-acceptance inspection in the company of 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.¹⁸

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 home.

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 21.

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



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".

18. This checklist is included at the end of this brochure, on pages 43 to 49.



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.¹⁹ 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 home 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.

Do not hesitate to talk to your contractor and ask them any questions you may have. If you are not in agreement with your contractor about the work to be completed or corrected, clearly indicate this on the list.

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

¹⁹. Contact information for professional associations in the field of home inspection can be found on page 51.

Procedures for Making a Claim

Obviously, you hope that the acquisition of your new home 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,²⁰ you are entitled to make a claim. The procedure to follow varies, depending upon when the problem arises.



Pstt!

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.

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 home are related to the following types of coverage:²¹

- 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

20. See Coverage provided, page 12, and Benefits provided, page 15.

21. See page 12 for more details.

PARTIAL PAYMENTS AND COMPLETION OF WORK

This is the procedure to follow in the first two cases, i.e. reimbursement of partial payments and completion of work:

- First, review the important step of the pre-acceptance inspection on page 19.
- **Within a reasonable amount of time**²² following the end-of-work date agreed upon with the contractor during the pre-acceptance inspection, 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 complete²³ or correct the work, as the case may be, within a reasonable time limit agreed upon by you.

22. 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.

23. Page 15 shows the maximum amounts provided under the Guarantee Plan for completing the work.

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 home, 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.²⁴

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 home. You can also contact a notary, a lawyer, or the plan manager; these parties can deposit the money that is still owed on your home 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 19. This inspection will allow you to determine whether any work still needs to be completed or corrected.

24. Page 15 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 home
- 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 buildings²⁵
- 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)



Pstt!

YOU DON'T AGREE?

If you disagree with a decision made by the plan manager, recourse is available.²⁶

25. See Recourse, page 30.

26. For the types of recourse available to you, see Recourse on page 30.

REIMBURSEMENT OF RELOCATION, STORAGE, AND MOVING COSTS

You can't move in to your home on the expected date because the work hasn't been completed? You have a maximum of six months following the acceptance of your home 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.

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 manager²⁷ in writing, preferably by registered mail.
- Within 30 days after receiving your notice, the plan manager must make a decision regarding your claim.

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

27. The address can be found on page 50.



The RBQ 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 before, it's during the inspection you make before the acceptance of the house with your contractor that you list the work left to be done, if necessary. When you sign that document, you're accepting the building. The date of your signature is thus very important as it marks the beginning of several time limits. Claims that can be made **after** acceptance of your home are related to the following types of coverage²⁸:

- 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
- 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 home while the corrective work is being carried out
- Restoration of the building and repair of material damages caused by the corrective work



BE AWARE!

Claims relating to completion or correction of the work must be sent to your contractor in writing, and a copy sent to the plan manager, within a reasonable amount of time²⁹ from the date agreed upon with your contractor, at the time of the pre-acceptance inspection, for carrying out this work.

28. See page 12 for more details.

29. 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 home? 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 home. **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 paragraph, 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.³⁰



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

30. For the types of recourse available to you, see Recourse on page 30.

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 the 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 home 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 the request for 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.³¹ 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.

31. The list of authorized arbitration bodies can be found on page 52.

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 5 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 home. 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 home 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.
- For reimbursement of your expert's fees, you must make a request to 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,³² 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.³³

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.

32. See page 17 for the list of exclusions from the Guarantee Plan for New Residential Buildings.

33. 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 buildings³⁴ 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.

34. 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 of your home (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 building is registered) 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 obligation of the contractor concerning necessary measures to ensure the preservation of the building (paragraph 18 of Schedule II)



BE AWARE!

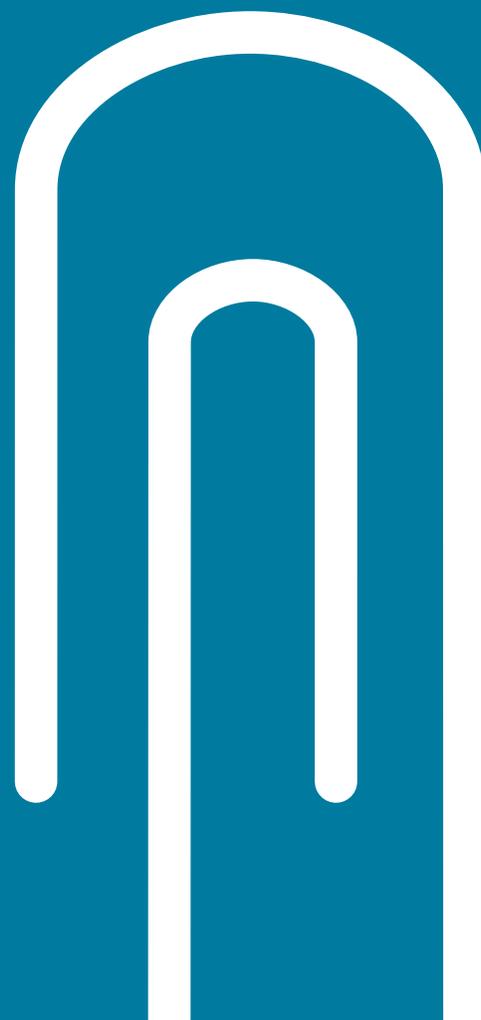


A change to the mandatory Guarantee Plan

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 40

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 43

Pre-Acceptance Inspection Checklist

Your contractor will give you this checklist, which you must complete meticulously after you have inspected your home together.

VIEW
AT PAGE 50

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!



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

Acceptance of the building: The act by which you declare that you accept the building, which is ready to be used for its intended purpose. This act indicates, if necessary, work to be completed or corrected.

Beneficiary: 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.

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.

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 home.

End of work: The date on which all of the work related to your building and agreed upon in writing between you and the contractor is completed and the building is ready to be used for the purpose for which you intended it.

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 home, 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 home on a piece of land that you already own.

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

Model home: A building that has not been purchased by the end-of-work date.

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 home.



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 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 carried out using this checklist of elements to verify. The checklist is supplied by the plan manager, and the content has been approved by the RBQ.

Using this checklist, you and the contractor must do a complete inspection of the building 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 days following the acceptance, on the condition that you have not yet moved into the building.

PRE-ACCEPTANCE INSPECTION CHECKLIST

For buildings not held in co-ownership and for private portions of buildings held in 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	
<input type="checkbox"/>	RESIDENTIAL - NOT HELD IN CO-OWNERSHIP		
<input type="checkbox"/>	CONDO - PRIVATE PORTION		

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

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 building³⁵

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

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 RESERVATIONS¹

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 ACCEPTANCE²

1. Your acceptance with or without reservations concerns only those items that are apparent at the time of building acceptance.

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

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 2015.³⁶

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

36. 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

During the pre-acceptance inspection of your home, 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 (OTPO), 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 home.

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

AUTHORIZED ARBITRATION BODIES

CENTRE CANADIEN D'ARBITRAGE COMMERCIAL (CCAC)

QUÉBEC

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

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.

www.garantie.gouv.qc.ca/en

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