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## Column on warranty program hits nerve

### *One builder says homes are 'new, not perfect'*

'It is difficult to get ONHWP to do anything:' reader

### *Builders, buyers offer comments*

Last week's column, "Does ONHWP really protect homebuyers?" apparently touched a raw nerve with many readers, and I have been swamped with e-mails both pro and con responding to the story.

The column told the story of Mark and Cheryl, who purchased a \$500,000 house, only to experience what they say was a great deal of "heartache and trouble" at their treatment by their builder and the Ontario New Home Warranty Plan.

After failing to get satisfaction, they filed a conciliation request with the builder over 36 construction items.

Of these, 12 were fixed a year after closing but just before the conciliation. All but two of the rest were dismissed as not being covered by the warranty, including bidet pipes sticking out of the bathroom floor for a fixture that was not ordered, a 3/8-inch slope in the kitchen floor, and the failure of the builder to enlarge the master bathroom by one foot after the purchasers had paid \$5,000 and received revised plans initialled by the builder.

The smaller bathroom, according to the ONHWP conciliator, was "equal in quality" to the larger one for which they had paid another \$5,000.

The first e-mail I received was from Stan Wise, of Prego Homes. Wise stated that several of Mark's complaints were clearly "legal issues" and "not something an insurance program should attend to."

Wise says the offer should have been reviewed by a lawyer before signing, and amended to provide that the \$5,000 premium would be refunded if the measurements as built did not match the plans.

Unfortunately, most builders will not agree to this type of offer amendment.

Peter Zygocki, owner of Finefield Homes in Oshawa, wrote two lengthy and thoughtful e-mails carefully presenting the builder's viewpoint of ONHWP disputes.

He called my article "one-sided" and suggested that perhaps Mark and Cheryl were not as "easy to get along with" as other purchasers might have been.

He explained that ONHWP conciliation is "not a way in which to force the builder to do exactly what the homebuyer wants."

He wrote, "More time should be spent educating the new-home consumer so that their expectations are reasonable.

"How can a builder satisfy a purchaser who simply cannot be satisfied and expects perfection?" he asked.

"A new home is just that new not perfect."

Zygocki, whose company has enjoyed an excellent rating with ONHWP for the last 11 years, added, "It is a constant balancing act to get new homes built for new purchasers on time and as per contract and to service existing homes with the same limited amount of trades and suppliers. I am not making excuses, just stating facts."

Other readers took the opposite viewpoint, complaining about poor consumer protection from ONHWP.

One wrote, "Consumers should not be at the mercy of builder inefficiency and intentional lack of attention. Few would put up with a car manufacturer taking months to make good a repair on a car."

Gary Anandasangaree commented on the failure by Mark's builder to cap the vacuum pipe from the garage to the house potentially allowing carbon monoxide into the house from the garage. (The conciliation chalked this one up against the builder.)

Anandasangaree wrote: "What the hell was the building inspector doing deeming the property habitable with such a significant oversight that could be rather harmful?"

"Consumers," wrote another reader, "should not be at the mercy of builder inefficiency and intentional lack of attention."

One reader named Mike just finished his own ONHWP conciliation and wrote that, "It is difficult to get ONHWP to do anything."

Mike e-mailed about Mark's story to say "Having paid \$5,000 for an upgrade that was not done without at least a refund is ridiculous."

Andy Greenwood is a recent purchaser of a new home north of Toronto. "What other industry can get away with not finishing work they have already been well paid for?" he asked in his e-mail.

He suggested a change to the process as a whole, or an ombudsman to "fight against this unfair injustice."

Robert Findlay gets the last word in.

"If the story of Mark and Cheryl and the House from Hell wasn't true it would be quite hilarious," he wrote. "However it is (true), and it is just shocking. But it is so bizarre that I can not help but see it (as) a Monty Python skit. Remember the one with John Cleese and the dead parrot? Cleese keeps insisting that the parrot is dead when the owner of the pet store that sold him the parrot keeps telling him that it is just asleep. Poor Mark keeps pointing out faults and the arbitrator keeps insisting that everything is OK."

Fortunately, Mark and Cheryl don't have a parrot.

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