



# **Limited Warranty Coverage\***

## **Warranty Guide**

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\* As a licensed builder with the State of Minnesota, Twin Cities Habitat for Humanity is a member of the Builders' Association of the Twin Cities and abides by the warranty standards recorded in the Minnesota Statutes. Your home was inspected at different stages as it was built and received a formal Certificate of Occupancy before you closed. The warranty requirements of the state of Minnesota vary for new construction versus rehabilitated structures. The regulations for each are included in this document. The language has been edited to be more readable, but the meaning is the same.

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## ***Construction defects and Minnesota home warranty***

Minnesota law provides statutory warranties that apply to new homes for a certain period of time after they are built (Minn. Stat. ch. 327A). There are three different warranty periods covering three different types of defects when those defects are caused by failure to comply with the State Building Code.

1. For **one** year, the home must be free of defects caused by faulty workmanship or materials.
2. For **two** years, the home must be free of defects caused by faulty installation of heating, cooling, electrical, or plumbing systems.
3. For **ten** years, the home must be free of “major construction defects.”

Separate statutory warranties apply to certain home improvements, and those warranties are also found in chapter 327A.

<http://www.revisor.leg.state.mn.us/stats/327A/>

# **New Homes**

## ***1-Year Warranty***

TCHFH warrants the materials and workmanship of your home within the performance standards defined in the following pages and standards set forth for a period of one year from the home’s original closing date.

Items which **WILL NOT BE CORRECTED** unless noted in the punch list walkthrough are those defined as “cosmetic”. “Cosmetic” items include, but are not limited to: nicks, scratches, scuffs, gouges, dents, etc. on:

- Walls and Ceilings
- Counter Tops and Vanity Tops
- Tubs, Sinks, and Showers
- Appliances
- Window Sashes and Frames
- Flooring
- Doors, Cabinetry, and Woodwork

## ***2-Year Mechanical Systems Warranty***

The correlating subcontractor warranties the electrical, plumbing, and HVAC systems of your home for two years\*.

Coverage is limited to:

**Plumbing:** Gas and supply fittings, water supply, waste and vent piping, water, gas, and sewer piping, and extension to the public connection

**Electrical:** All wiring, electrical boxes, and connections to the public utility connections. Does not include any fixture or outlet – just the wiring and electrical boxes. Contact the contractor if you have questions.

**HVAC:** All ductwork, refrigerant lines, registers, connections and dampers

*\* The contact information for the electrical, plumbing and heating/cooling subcontractors who Habitat hired to install each mechanical system will be listed on a sticker on your furnace.*

## ***10-Year “Major Structural Defect” Warranty***

Your home is warrantied for a period of 10 years against major structural defects. A major structural defect is defined as a failure in the homes’ load bearing components to the extent that the home becomes unsafe, unsanitary, and/or unlivable. Load bearing components include:

- Foundation Systems
- Roof Framing System
- Lintels and Columns
- Load Bearing Walls
- Beams and Girders
- Floor Systems

*“Major structural defects”* does not include damage due to movement of the soil caused by flood, earthquake or other natural disasters.

# Rehabbed Homes

When you purchase a rehabilitated home from Habitat, you are purchasing a home that has been lived in before. We don't replace everything in the house. We do replace items that are obviously worn out, unsafe, and that generally make the house unlivable. In general, we only guarantee those parts of your rehab that have been repaired or replaced.

## ***1-Year Warranty***

For one year after your closing date, the parts of the house that were repaired or replaced are guaranteed against problems that were caused by poor workmanship or faulty materials or caused because we did not follow building standards. For example, if something goes wrong with a new window that we installed, we will repair or replace the window. However, if something goes wrong with a window that we did not replace during the rehab, that window is not protected under warranty.

## ***2-Year Mechanical Systems Warranty***

On some rehabs, we repair or replace the plumbing, electrical, and/or HVAC systems or portions of these systems. For two years after the closing date, the company that installed the plumbing, electrical, HVAC systems guarantees that there will be no problems due to faulty installation *with the portions of the systems that they replaced or repaired*. The parts are not guaranteed for two years, just the installation. The parts that were replaced or repaired are warranted for one year.

## ***10-Year "Major Structural Defect" Warranty***

For ten years after your closing date, any structural rehabilitation that was done by TCHFH will be covered under warranty.

## ***Existing Appliances***

Appliances in your rehabbed home that were not replaced by TCHFH are not warrantied. This includes kitchen appliances (fridge, range, microwave, garbage disposal, dishwasher) as well as other appliances that were preexisting in the home (clothes washer and dryer, central AC unit, garage door opener).

## ***Homes Originally Built Before 1978***

By law, every purchaser of a home built before 1978 must be notified of the possible presence, and therefore potential health hazards, of lead-based paint in their home. If you are buying such a home from Twin Cities Habitat for Humanity you will receive a one page form titled *Initial Information on Lead-Based Paint and Lead-Based Paint Hazards* to inform you of the possibility of lead in the rehabilitated home you are intending to purchase and to give you a two-week opportunity, should you desire, to

conduct a risk assessment or inspection of the home for the presence of lead-based paint at your own expense. You will also receive a pamphlet from the Environmental Protection Agency titled *Protect Your Family from Lead in Your Home*.

You will be asked to read the one-page form and to sign and date the form. At the time of signing the purchase agreement you will be asked to sign another document that states you were indeed given the opportunity to test the home for lead.

## Items Not Covered Under Warranty

Loss or damage that is not reported to TCHFH *in writing* within 6 months after you discover or should have discovered the loss or damage.

Problems caused by faulty design, installation, or materials that you (the homeowner) supplied, installed, or asked TCHFH to install in your house.

Personal injury or property damage that is caused by a problem in the house.

Loss or damage from normal wear and tear.

Loss or damage from normal shrinkage (that is, within building standards) that occurs as the house settles and gets older.

Loss or damage from dampness and condensation due to insufficient ventilation after you move in.

Loss or damage that occurs because you or anyone else besides TCHFH improperly maintained or did not maintain the house or improperly changed the house.

Loss or damage from grading changes around the house by you or anyone else besides TCHFH.

Loss or damage caused by insects.

Loss or damages that you could have helped minimize.

Loss or damage that is caused if for some reason the home is no longer your primary residence.

Accidental loss or damage usually thought of as acts of nature, including fire, explosion, smoke, wind storm, water escape, hail, lightning, falling trees, aircraft, vehicles, floods, and earthquakes and more, unless faulty workmanship or materials caused part of the loss or damage.

Loss or damage from soil movement that is compensated by legislation or covered by insurance.

For rehabs, we do not warrant parts of the house that we did not repair or replace.

### ***Mold Complaint Policy***

If you have a concern regarding mold in your home, please contact Habitat for a consultation.

If the cause of the mold is faulty workmanship within the warranty period, Habitat will coordinate the necessary repairs.



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# Itemized Warranty Coverage

*TCHFH Warranty applies to both single family homes and homes in homeowner associations. **In rehabilitated homes, the warranty applies only to work that TCHFH completed or contracted.***

## **Plumbing**

If you have a plumbing problem covered under warranty, call the plumber who did the work (listed on the contractor guide hanging on your furnace.)

### **Plumbing System**

For 2 years after closing: All pipes and fittings for plumbing and gas lines are covered if they fail due to faulty workmanship.

NOT included: Be aware that this does not include clogs in drains. Also, blockages in the main sewer beyond the exterior wall line of your home are not covered by this warranty and are the responsibility of the homeowner.

In rehabbed homes, typically the main drain is professionally snaked by TCHFH but it is the responsibility of the homeowner to monitor and maintain that clear drain. There is no warranty on a snaked sewer line, even if that is work that was done by TCHFH prior to closing.

### **Plumbing Fixtures**

Plumbing fixtures are not covered under warranty. The following is a guide to help you determine what is and is not covered.

### **Toilets**

Covered for 2 years: Toilets that leak at the floor because the floor flange was installed incorrectly or was faulty, a leak in the supply lines, toilets that leak where the tank is connected to the bowl.

NOT covered: clogged toilets, toilets that run excessively, toilet parts that get broken due to wear and tear, toilet handles becoming disengaged.

### **Sinks**

Covered for 2 years: leaking plumbing under the sink, leaking supply lines to the sink, water leaking through where the faucet is attached to the sink.

NOT Covered: clogged drains, scratches, dents or dings on the sink basin .

### **Bathtubs/showers**

Covered for 2 years: leaking supply lines, pipes knocking when you turn the water on or off, leaking drain lines.

NOT covered: flaws in porcelain or fiberglass surfaces, mineral deposit build-up, or caulking replacement.

**Irrigation System**

Covered for 1 year: house irrigation system.

NOT covered is frozen water line due to not blowing the system/water line out.

**Fire Suppression System**

Covered for 2 year: fire suppression system i.e. sprinkler system.

**Water Heater**

Covered for 2 years: any pipes running to or from your water heater that leak. ALSO, your water heater is covered by an appliance warranty. (See the appliance warranty for more information).

Rehabbed homes: Habitat will warranty the water heater only if it was replaced by TCHFH. Existing water heaters are not warrantied.

***Electrical***

If you have an electrical problem covered under warranty, call the electrician who did the work (listed on the contractor guide hanging on your furnace.)

BE AWARE: if you call an electrician to your house because you tripped a GCFI or a circuit you will probably be charged for the service call. Problem solving simple electrical solutions before you call is your responsibility.

**Electrical System**

Covered for 2 years: The electrical contractor warrants that the wiring system carries the designed electrical load.

**Circuit Breakers**

Covered for 2 years: faulty or defective circuit breakers.

**Ground Fault Interrupters (GFIs)**

Covered for 2 years: GFI outlets that are defective.

NOT included: frequent tripping of a GFI due to homeowner negligence or misuse.

**Electrical Receptacles**

Covered for 2 years: defective receptacles.

NOT included: tripped outlets due to over drawing electric current, air drafts through outlets.

**Smoke Detectors**

Covered for 2 years: defective smoke detectors.

NOT included: dead (or dying) smoke detector batteries, improperly cleaned smoke detectors.

## **Carbon Monoxide Detectors**

Covered for 2 years: defective carbon monoxide detectors.

NOT included: dead (or dying) carbon monoxide detector batteries, improperly cleaned carbon monoxide detectors.

## **HVAC**

If you have a heating problem covered under warranty, call the HVAC contractor who did the work (listed on the contractor guide hanging on your furnace.)

## **Heating and Cooling Systems**

Covered for 2 years: defective ductwork, wiring to the furnace or thermostat, piping, and venting systems.

NOT included: dirty ductwork or filters, normal maintenance, parts damaged after closing.

## **Furnace**

Covered under appliance warranty.

Rehabbed homes: Habitat will warranty the furnace only if it was replaced by TCHFH. Existing furnaces are not warrantied. The subcontractor who provided and installed the furnace for Habitat will hold the warranty on it.

## **Air Conditioning Unit**

Covered under appliance warranty.

## ***Structural Systems***

Some cracking on interior concrete (floor, basement walls) or on any interior walls in the drywall is normal. However, if you notice a crack that is very large and getting larger, it may be a sign of a structural problem. You should keep notes about how it is changing and contact Habitat for a consultation.

## **Foundations and Exterior Walls**

Covered for 10 years: cracks in concrete walls in excess of 1/4" on the exterior, walls that bow or show displacement.

## ***Exterior Envelope***

Call Habitat if you have a warranty claim with your exterior envelope. If another contractor is responsible for the work, we will refer you to that contractor.

## Roofing

New roofing is covered for 1 year: roofing materials and workmanship under normal weather conditions.

NOT Covered: damage caused by winds in excess of 54 miles per hour will not be warranted and should be claimed through homeowner's insurance, damage caused as a result of ice buildup, leaks as a result of homeowner alterations.

Rehabbed homes: roofing is warranted only if it was replaced by TCHFH.

TCHFH cannot assume responsibility for color variations between the existing roof and the repair materials.

## Siding

Covered for 1 year: The manufacturer of the siding installed on your home provides a warranty for defects and deficiencies that may occur in its product. Within the first year warranty period, TCHFH will correct siding creases and dents created by expansion and contraction. Other dents and scratches will not be repaired unless noted in the punch list. Loose siding will be re-secured, unless due to adverse weather conditions. TCHFH will not assume responsibility for color variations between the existing materials and materials used for repair.

## Exterior Trim

Covered for 1 year: trim that becomes loose, peeling and cracking paint.

NOT Covered: damage as a result of adverse weather conditions (e.g. high winds, tornado, etc.), in which case the homeowner's insurance company should be contacted.

A color match between repair and existing materials cannot be guaranteed.

## Brick/Stone and Mortar

Covered for 1 year: cracks in excess of ¼ inch.

A color match between repair and existing materials cannot be guaranteed.

## Exterior Doors

Covered for 1 year: steel doors should function correctly, weather stripping should function properly, operation of exterior locksets .

Not Covered: weather-stripping that is worn from normal use, changing exterior locksets for any reason other than operation problems.

## Windows and Screens

Covered for 1 year: windows that do not operate correctly.

Not Covered: damage caused by incorrect removal of the window sashes, condensation on the windows.

## **Window Wells**

Covered for 1 year: drainage problems where standing water exists for extended periods of time, wells that pull away from the foundation.

## **Exterior Grading**

Covered for 1 year: settled areas in a ten-foot perimeter around the foundation once within the warranty period,

NOT Covered: Erosion and soil runoff, changing the grade in any way voids this warranty.

If we have to make repairs in exterior grading, Habitat will not assume any responsibility for any landscaping which may be present (sod, bushes, rock, etc.) at the time of repair.

## ***Interior Finishes***

### **Walls and Ceiling**

Covered for 1 year: TCHFH will perform drywall repairs ONLY ONE TIME during your warranty period, and is typically done during your first year warranty.

Not Covered: Cosmetic defects, such as scratches, dents, gouges, paint bubbles, roller marks etc., will be corrected only if noted on the punch list. TCHFH will not be responsible for any wallpaper that may have been installed and may be affected by the repair, but will repaint over all warranted repairs. A perfect match when using repair materials will not be guaranteed. Only natural lighting will be used to indicate drywall defects. No halogen or high wattage lights will be used to determine whether there is a defect.

### **Attic Access**

If access is required to the attic by TCHFH, or a qualified subcontractor hired by TCHFH the access panel will be touched-up to return the normal appearance of the ceiling. TCHFH assumes absolutely no responsibility for any damage occurring due to homeowner access or misuse of attic space.

### **Interior Doors**

Covered for 1 year: interior door adjustment so they all latch smoothly.

It is recommended that this be done near the end of the warranty period to allow the doors to readjust themselves. A color match between repair and existing materials cannot be guaranteed.

### **Shelving**

Covered for 1 year: defective shelving.

NOT Covered: shelving that has been overloaded.

## **Woodwork/Trim**

Covered for 1 year: woodwork/trim components that are found to be defective. Joints separated more than 1/8" will be corrected, as well as 1/4" gaps between the woodwork and any adjacent surface.

## **Blinds**

Covered for 1 year: defective or malfunctioning blinds. Homeowner misuse of blinds will void this warranty. Contact the manufacturer directly for service. Most likely, the blinds installed in your home are Hunter Douglas. Contact Hunter Douglas customer service line at: 1-800-789-0331 for more information regarding product replacement and warranty.

## **Cabinets**

Covered for 1 year: inoperative cabinet components . Door or drawer warping exceeding 1/4" will be repaired or replaced as required. Cabinet separation from the wall in excess of 1/4" will be corrected.

## **Counter Tops**

Covered for 1 year: Counter tops out of level more than 1/8" per 4 feet will be corrected, and loose components will be re-secured and or repaired.

NOT Covered: damage caused by improper cleaners used, caulking around the sink or at wall.

## **Floors**

Covered for 1 year: TCHFH will warrant the performance of resilient, hardwood, and laminate flooring according to the manufacturer's specifications for normal use. Staples and nails that have broken through the resilient flooring, will be repaired one time only during the warranty period.

NOT Covered: Discoloration due to sunlight, stains, fertilizers, asphalt residue on shoes, etc. damage caused by misuse, such as appliance movement, inappropriate cleaners, use of rubber-backed mats, etc, cupping of wood or laminate flooring due to high humidity levels, Squeaky flooring When repairs affect floor coverings, TCHFH will repair or replace only the affected areas. A color match between repair and existing materials cannot be guaranteed.

## **Carpet**

Covered for 1 year: loose carpeting, open seams, and wrinkles in the flooring.

NOT Covered: stains reported after closing, matting.

A color match between repair and existing materials cannot be guaranteed.

## **Items not covered**

**Caulking** – Caulking is a homeowner maintenance item, and not covered within this limited warranty.

## ***Appliances***

Within the Warranty Period: Appliances (typically range and fridge) are warranted by the **manufacturer** for a period of one (1) year, and are not warranted by Habitat. Contact the manufacturer directly for service.

## ***Landscaping***

### **Grading**

Covered for 1 year: TCHFH is responsible for establishing the necessary grades and swales per the engineered survey. We will fill in settled areas in a ten-foot perimeter around the foundation once within the warranty period, but will not assume any responsibility for any landscaping which may be present (sod, bushes, rock, etc.) at the time of repair. Erosion and soil runoff will not be covered by this warranty. Changing the grade in any way voids this warranty.

### **Concrete Items**

Covered for 1 year: TCHFH will repair concrete cracking exceeding 1/4" width and or 1/4" vertical displacement by surface patching or other methods as required. TCHFH will not be responsible for color variations evident when using the repairing material or due to changing weather conditions during installation. Slab slope and drainage are not covered under warranty.

TCHFH does not warranty against damage to concrete surfaces caused by the use of salt or other de-icing materials.

### **Driveways**

Covered for 1 year: TCHFH will repair excessively settled areas by patching or filling the affected area only. We will not be responsible for color variations that occur between existing and patching materials. We cannot be responsible for any work done to the driveway by the homeowner (i.e. driveway sealant). No holes, tire marks, or tire grooves will be repaired unless noted in writing in the punch list prior to closing.

### **Items not covered**

Retaining Walls – Retaining walls built by TCHFH for proper drainage and frost protection are not part of the dwelling structure and are not covered by any warranty.

Sod – Sod is a homeowner's or association maintenance item and is not covered by TCHFH.

Wooded lots – TCHFH will not remove any trees that die after closing. All trees and brush outside the construction radius will be left in the "natural" state and, therefore, will not be removed.

Rehabbed homes- Habitat does not offer a warranty on anything in your home that was not repaired or replaced by TCHFH during the rehab process. If the item was existing from the previous owner and not modified by Habitat, it will not be covered under warranty.

# Making a Warranty Claim

**Refer to Warranty Guide to be sure repair is covered under warranty.**

Find the item that needs work in the guide. What system is the item in? Does it qualify for a one year, two year, or ten year warranty? Who is responsible for the work on that system?

**Decide whom you should call.**

If the item is still covered under warranty, you should call the contractor who did the work on that item.

- Plumbing = Plumber
- Electrical problem = Electrician
- HVAC problem = HVAC Contractor
- Structural Problem = Habitat
- Exterior Envelope = Habitat
- Interior Finishes = Habitat
- Landscaping = Habitat

## For Habitat Claims

If you are experiencing a problem, read the Warranty Guide to determine if it is covered. For all problems you think are or may be covered under warranty, please send a letter describing the problem to:

Twin Cities Habitat for Humanity  
1954 University Ave W  
St. Paul, MN 55104

Be sure to write the current date on the letter. Describe the problem accurately and completely. Include a phone number where you can be reached during the day.

You may also call the TCHFH Warranty Specialist at: (612) 305-7171.

There will be an initial screening of the issue to ensure that the service requested is indeed, an item under warranty. If so, the Warranty Specialist will respond to the repair as necessary.

## Waiting list

The Warranty Specialist generally works on warranty repairs in the order that he/she receives the request. We will address the repair as soon as possible. Please be patient.



## **Emergency Repairs**

If waiting to complete the repair would cause damage to your home, let us know that the repair is critical. The Warranty Specialist will work on your repair first.

## **One Year Warranty Request Form**

Near the end of the first year, you will receive a *One Year Warranty Request Form* in the mail. If there is any issue in your home that you believe would be covered under the TC Habitat Warranty, please return the form to Habitat before the one year warranty period ends.