THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
CERTIFICATE OF OCCUPANCY

This Certificate is issued pursuant to the Building Bylaw No. 4400, 2004 as amended

Building Permit No.: BP110174

Mailing Address: 563 KILDONAN ROAD

PID Number: 009-031-260

Legal Description: LOT 25 BLOCK 3 DISTRICT LOT 866 PLAN 11789

Building Official:

ADRIANO BADARACO

Date: Aug 27, 2015

CONSILIO ET ANIMIS

Post on the premises in a conspicuous place
Shall not be removed except by Building Official

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
Permits & Inspections
750 – 17th Street, West Vancouver, B.C. V7V 3T3
Phone: 604 925-7040
Fax: 604 925-7234

RSA

Royal & Sun Alliance Insurance Company of Canada

(hereinafter known as "*The Warranty Provider*")

Represented by its Agent, WBI Home Warranty Ltd
#152-5489 Byrne Road, Burnaby, B.C. V5J 3J1
Phone: 604-639-2924 Toll free 1-855-639-2924 Fax: 604-639-2925

Insured Address: 563 Kildonan Road, West Vancouver B.C., V7S 1X4

Builder Name: A.& S. Lui Holdings Inc. **Builder Phone #:** 604-805-3977

Builder Address: 138-1489 Marine Drive, West Vancouver BC, V7T 1B8 **Builder Fax #:**

Limited Home Warranty Insurance Policy For a Detached New Home in a fee simple Ownership

Warranty Policy Number: WHW110004-2

New Home Warranty *Commencement Date* Nov 15, 2014

1 Year (any Defects in Materials and Labour)	Expires:	Nov 15, 2015	(at 12:01AM)
2 Years (Building Systems, Exterior Cladding, Building Code)	Expires:	Nov 15, 2016	(at 12:01AM)
5 Years (Building Envelope)	Expires:	Nov 15, 2019	(at 12:01AM)
10 Years (Structural)	Expires:	Nov 15, 2024	(at 12:01AM)

R B Saunders
Authorized signature of Insurer

NOTICE TO HOMEOWNERS

Within a reasonable time after the discovery of a defect and before the expiry of the applicable home warranty insurance coverage, the Homeowner must give to (The Warranty Provider) and the residential builder, written notice in reasonable detail that provides particulars of any specific defects covered by home warranty insurance.

This is a limited policy of home warranty insurance, and it does not cover all components of your home. Please be sure to read your policy wording for a thorough understanding. Your policy is subject to the provisions of the Homeowners Protection Act and its regulations.

DEFINITIONS

In this Limited Home Warranty Insurance Policy:

"HPA" means the Homeowner Protection Act.

"Builder" means the person/company named in this Warranty Policy.

"Building Code" means, as applicable:

a) the British Columbia Building Code established under the Municipal Act, or
b) the Vancouver Building Bylaw established under the Vancouver Charter,

in force at the time that the building permit was issued for the new *home* or, in jurisdictions where a building permit is not required, in force when construction commences.

"Building Code Defect" means an instance of non-compliance with the *Building Code*, if that non-compliance:

a) constitutes an unreasonable health or safety risk; or
b) has resulted in, or is likely to result in, material damage to the Home.

"Building Envelope" means the assemblies, components and materials of a new home which are intended to separate and protect the interior space of the new home from the adverse affects of exterior climatic conditions.

"Building Envelope Defect" means defects that result in the failure of the building envelope to perform its intended function

"Building Inspector" means the Authority having Jurisdiction as defined by the BC *Building Code*.

"Building Systems" means electrical, plumbing, heating ventilation, air conditioning etc.

"Defect" means any design or construction, that is contrary to the building code or that requires repair or replacement due to the negligence of a residential builder or person for whom the residential builder is responsible at law.

"Designated Heritage Building" means a building that is:

a) A provincial heritage site within the meaning of the *Heritage Conservation Act* or included in the Provincial heritage register under that Act, or
b) Protected through heritage designation or included in a heritage designation or included in a heritage register under the *Local Government Act*, the *Vancouver Charter* or the *Islands Trust Act*.

"Home" means a residential unit in a building constructed by the *Builder*, or deemed by *The Warranty Provider* to be so, and includes a dwelling unit as defined by the Homeowner Protection Act Regulations.

"New Home Commencement Date" means the date shown on the face of this *policy* for the commencement of the warranty on this home.

"Owner" means the person who owns the new *home*.

"Policy" means the documents provided to the Owner evidencing the Limited Home Warranty Insurance *Policy* and all forms, riders and endorsements pertaining or attached hereto.

"Purchaser" means the person or persons who purchased the new *home* from the *Builder*.

"Required Retaining Wall" means a retaining wall that is required by the *Building Inspector* to be engineered, or a retaining wall that is reasonably required for the direct support of, or to retain soil away from, a new *home*, a driveway, or a walkway.

"Structural Defect" means:

a) a defect in the materials and labour that results in the failure of a load bearing part of the new *home;* and
b) any defect which causes structural damage that materially and adversely affects the use of the new *home* for residential occupancy.

"The Warranty Provider" means Royal & Sun Alliance Insurance Company of Canada represented by its agent, WBI Home Warranty Ltd.

PART 1: COVERAGE

New *Home* Materials and Labour Warranty

1. Beginning on the *New Home Commencement Date*, this Limited Home Warranty Insurance includes:
   a) in the first 12 months, any *defect* in materials and labour;
   b) in the first 24 months:
      i) any *defect* in materials and labour supplied for the electrical, plumbing, heating, ventilation and air conditioning delivery and distribution systems,
      ii) any *defect* in materials and labour supplied for the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the new home, and
      iii) any *Building Code Defect*;
   c) in the first five years, any *Building Envelope Defect* in the new home including a *defect* which result in the failure of the building envelope to perform its intended function
   d) in the first ten years, any *Structural Defects*.

Warranty Limits

2. This *policy* is limited in total, for all claims under home warranty insurance coverage applicable to the *home*, to:
   a) The original purchase price paid by the *Purchaser*, or
   b) $200,000.00

   whichever is less.

When calculating the cost of claims in respect of the limits under this *Policy, The Warranty Provider* will include:
   a) the cost of repairs,
   b) the cost of any investigation, engineering and design required for the repairs, and
   c) the cost of supervision of repairs, including professional review but excluding legal costs.

Components Excluded from Warranty

3. The following components, constructions, buildings, and materials are excluded from this warranty coverage:
   a) landscaping, both hard and soft, including plants, fencing, detached patios, planters, gazebos and similar structures (though a *required retaining wall* is not excluded from this warranty);
   b) non-residential detached structures including sheds, garages, carports or outbuildings, or any structure or construction not attached to or forming an integral part of a *home*.
   c) any commercial use area and any construction associated with a commercial use area;
   d) roads, curbs and lanes (though driveways and walkways are not excluded from this warranty);
   e) site grading and surface drainage, unless on the *Commencement Date* the construction does not conform with the *Building Code*;
   f) the operation of municipal services, including sanitary and storm sewers;
   g) a septic tank or septic field;
   h) the quality or quantity of water, either from a piped municipal water supply or from a well; and
   i) a water well.
   j) In the case of a designated heritage building that is being converted from commercial to residential use, any component of the designated heritage building that has heritage value and does not conform with the BC Building Code

Defects or Conditions Excluded from Warranty

4. The following conditions or defects are excluded from warranty coverage under this policy:
   a) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
   b) normal shrinkage of materials caused by drying after construction;
   c) any loss or damage which arises while a new *home* is being used primarily or substantially for non-residential purposes;
   d) materials, labour or design supplied by an *owner*;
   e) any damage to the extent that it is caused or made worse by an *Owner* or third party (other than the *Builder* or its employees, agents or subcontractors), including:
      i) negligent or improper maintenance or improper operation,
      ii) failure to comply with the warranty requirements of the manufacturers of appliances, equipment or fixtures,
      iii) alterations to the new *home*, including the conversion of non-living space into living space or the conversion of a dwelling unit into two or more units, unless the alterations were undertaken by the *Builder* under the sales contract, and
      iv) changes to the grading of the ground;
   f) any damage to the extent that it is caused by the failure of an *owner* to take timely action to prevent or minimize loss or damage, including the failure to give prompt notice to *The Warranty Provider* of a defect or discovered loss or a potential defect or loss;
   g) any damage caused by insects, rodents or other animals, unless the damage results from non-compliance with the *Building Code* by the *Builder* or its employees, agents or subcontractors;

h) accidental loss or damage from acts of nature including, but not limited to, fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, earthquake, avalanche, landslide, and changes in the level of the underground water table which are not reasonably foreseeable by the *Builder*;
i) bodily injury or damage to personal property or real property which is not part of the *home*;
j) any *defect* in, or caused by, materials or work supplied by anyone other than the *Builder* or its employees, agents or subcontractors;
k) changes, alterations or additions made to a new *home* by anyone after initial occupancy, except those performed by the *Builder* or its employees, agents or subcontractors as required under this *Policy* or under the construction contract or sales agreement for the new *home*, and any resultant damage;
l) contaminated soil;
m) subsidence of the land around a new *home* or along utility lines, other than subsidence beneath footings of a new *home* or under driveways or walkways;
n) diminution in value of the new *home;* and
o) bodily injury or damage to personal property caused by mold.

Living-Out Allowance

5. If repairs are required under this warranty and the damage to the *home* or the extent of the repairs makes the *home* uninhabitable, this *Policy* will cover the reasonable living-out expenses incurred by the *owner* to find alternate accommodation, including hotel, motel, boarding house, bed and breakfast or other rental accommodation, subject to a limit of $100.00 per day for the actual accommodation cost, up to the day the *home* is ready for occupancy, subject to the owner receiving 24 hours advance notice.

This Living-Out Allowance and the limit of $100.00 per day is inclusive of the limits described under Section 2 (Warranty Limits) of this *Policy*.

Warranty on Repairs

6. All repairs and replacements made under this *Policy* are warranted against defects in materials and labour until the later of:
   a) the first anniversary of the date of completion of the repair or replacement; and
   b) the expiry of the applicable new *home* warranty insurance coverage.

PART 2: CONDITIONS

Notice of Defects

7. a) Within a reasonable time after the discovery of a *defect* and before the expiry of the applicable *home* warranty insurance coverage under this *Policy*, the *Owner* must give written notice to:
   i) the *Builder*; and
   ii) *The Warranty Provider*.

b) Written notice of a *defect* must be in reasonable detail, must set out any specific *defects* covered by *home* warranty insurance, and must include the *home* warranty insurance *policy* number set out on the face of this policy.
c) Notwithstanding 7 a), if the *Owner* has notified the *Builder* only of a *defect* before the expiry of the applicable *home* warranty insurance coverage, and the *Owner* is not satisfied with the *Builder*'s repair or resolution of that *defect*, then the *Owner* must notify *The Warranty Provider* in writing prior to the applicable expiry date. Such notice must include copies of any relevant documentation and correspondence between the *Owner* and the *Builder*.
d) *The Warranty Provider* shall not provide warranty coverage for any *defects* of which *The Warranty Provider* was not notified pursuant to this Section, even if such *defects* would otherwise be covered by this *Policy*.

Duties of the *Owners*

8. As conditions of this warranty, the *Owner* must:
   a) properly maintain the *home* in keeping with whatever recommended maintenance requirements or procedures that were provided to the original *Owner* by *The Warranty Provider* or the *Builder*;
   b) not permit damage to the *home* to worsen from non-discovery of indications of a *defect* due to absence of the *owner*, where indications of such a *defect* would normally have been noticeable by a reasonably prudent person occupying the *home*;
   c) mitigate any damage to a new *home*, even if the *owner* does not occupy the *home*, by providing notice of the *defect* in writing to *The Warranty Provider* as soon as reasonably possible after discovering the *defect*, or after indications of water penetration or other *defect* first become evident, including such indications as:
      i) water staining on interior surfaces,
      ii) evident water penetration into wall cavities, ceiling or roof spaces, or other areas of the building, even if such does not appear to be causing damage,
      iii) water or dampness in carpeting or other floor finishes,
      iv) mould growth or mildew in areas of the *home* where such might be caused by water penetration;
   d) where a *defect* requires immediate attention to prevent or reduce damage to the *home*, take all reasonable steps to restrict damage;
   e) grant *The Warranty Provider* or the *Builder*, or both, access to the *home* at all reasonable times to undertake inspection, investigation, monitoring or repair;
   f) provide *The Warranty Provider* with all information and documentation that the *owner* has available, as required to investigate a claim or to evaluate maintenance requirements or to undertake repairs.

9. To the extent that damage to a new *home* is caused or made worse by the failure of an *Owner* to take reasonable steps to mitigate, prevent, or reduce damage or loss as set out in section 8 herein or under the *HPA* Regulations, or to provide access for inspection or repair, or to provide information and documentation required to investigate a claim or undertake repairs, such damage may, at *The Warranty Provider's* option, be excluded from *home* warranty insurance coverage.

10. The *owner's* duty to mitigate damage to the building survives even if:
    a) the new *home* is unoccupied; or
    b) the new *home* is occupied by someone other than the *Owner*.

PART 3: OTHER WARRANTY CONDITIONS

Mediation

11. If a dispute between *The Warranty Provider* and an *owner* arising under *home* warranty insurance cannot be resolved by informal negotiation within a reasonable time, the *owner* may elect to have the dispute referred to mediation under the *HPA*, by delivering to *The Warranty Provider* a written request to mediate. Such mediation shall be conducted in accordance with the requirements set out in Schedule 2 of the *HPA* Regulations.

12. Except as set out in the *HPA* and its Regulations, *The Warranty Provider* is not bound by any expressed or implied warranties or representations made by the *Builder* to any *Purchaser*.

Subrogated Rights

13. Where *The Warranty Provider* makes a payment or assumes liability for any payment or repair under this *Policy*, *The Warranty Provider* is subrogated to all rights of recovery of the *owner* against any person or persons who may have caused or contributed to the requirement for the payment or repair under this *Policy*, and *The Warranty Provider* may bring an action, at its expense, in the name of the *owner*.

14. Where *The Warranty Provider* brings an action to enforce subrogated rights, the *owner* must fully support and assist *The Warranty Provider* in the pursuit of those rights.

WBI Home Warranty
(a Wilson M. Beck company)

Phone: 604-639-2924 | Fax: 604-639-2925
Toll Free: 1-855-639-2924
www.wbihomewarranty.com

SCHEDULE OF WARRANTY EXPIRY DATES

For a New Home in fee simple ownership

Insured Address: 563 Kildonan Road, West Vancouver B.C., V7S 1X4

Builder Name: A.& S. Lui Holdings Inc. **Builder Phone #:** 604-805-3977

Warranty Policy Number: WHW110004-2

New Home Warranty Commencement Date Nov 15, 2014

1 Year (any Defects in Materials and Labour)	Expires:	Nov 15, 2015	12:01 a.m.
2 Years (Building Systems, Exterior Cladding, Building Code)	Expires:	Nov 15, 2016	12:01 a.m.
5 Years (Building Envelope)	Expires:	Nov 15, 2019	12:01 a.m.
10 Years (Structural)	Expires:	Nov 15, 2024	12:01 a.m.

Please refer to your Home Warranty Policy for further details