

# Condominium Home Owners' Association

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Bulletin: 300-193

## Condo Smarts

Headline: Shouldn't our warranty pay for this?

Topic: Warranties, alterations and skylights

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Written by: Tony Gioventu

Dear Condo Smarts: Our strata, a 108-unit condo low rise, had our flat roof replaced in 2004. At the time we purchased a warranty that covered five years parts and labour and 10 years on materials.

We have recently received complaints about leaks on the top floors around some new skylights installed in 2005 (approved by council), so we contacted the roofing company and the warranty provider.

We have been declined a warranty claim because the new skylights damaged the roofing area, causing the leaks. Can we recover the cost of the damages from the owner who installed the skylights? Is there some way to force the warranty company into paying for part of the repair or costs?

-- Karin Davies

**Dear Karin:** Warranties and insurance policies are written to determine how much risk the insurer will be exposed to. As a result, the policies will have limitation periods, exclusions and ceilings on payouts or coverage. Many warranty policies, like roofing and building envelope warranties, contain specific conditions that may release the company from any obligations if there are changes or alterations to the areas that result in damages or failures.

Some alterations, like installing a skylight without the roofing company and warranty providers' approval, may nullify your warranty.

Your strata corporation may be required to meet certain maintenance and inspection conditions as part of the warranties. If you fail to meet those conditions, your claims may be seriously restricted or denied.

Before anyone alters or changes any of the warranted areas, your strata needs to read the warranty conditions. Most important, summarize the information and let all of your owners and residents know before it is too late.

A warranty policy may also include conditions on how to dispute a claim. For example The *Homeowner Protection Act* has a provision for mandatory mediation if a dispute with warranty coverage cannot be resolved within a reasonable time period.

Your strata corporation gave the penthouse owner written permission to install the skylight with certain conditions, which he met. The result is likely that the strata, and possibly the council, have assumed the liability for the alteration and the cost of damages.

On both the alteration and the warranty claim, you now need legal advice on how to proceed.

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