

# **WARRANTY**

## **Warranty for Unit Treatment**

The warranty for unit treatment, planned or demand, shall be three (3) months from the service date. The warranty is also dependent on specific factors that may compromise the service effectiveness, such as adjacent infestations and other factors such as extremely heavy infestation, or conditions requiring further services. Unless such factors are identified by the Pest Control Service Provider (PCSP) to the Housing Provider before or at the time of treatment, the warranty shall be in force for the period noted.

The Housing Provider expects, in any unit in which approved treatment as specified has been performed, two treatments will be required. If a tenant is still experiencing bites three to five days after initial service a second treatment shall be arranged as quickly as possible. The Housing Provider may request a block treatment in response to service requests during the warranty period. Common areas that are serviced monthly are warranted throughout the period of the contract.

## **Warranty for Common Area Treatment**

Any common areas treatment delivered on a demand basis rather than monthly shall be warranted for one month (30 days) after treatment. In the case of detection of an infestation that has been exacerbated by non-compliance of service, service shall be provided without cost until the problem has been resolved.

## **Warranty for Total Building Treatment**

Where a total building is treated, all treated units shall be warranted for six (6) months from the last date of treatment for the entire building. The warranty may vary depending on conditions such as sanitation, the extent of infestation in exceptional cases, the accurate reporting of the PCSP, or on identification of such conditions by stakeholders. When such conditions have been identified and appropriate treatments undertaken, then the warranty shall be validated at the time of the last treatment for the specific case, rather than the whole building.

## **Warranty Enforcement**

### **Generation of Warranty Jobs**

Warranty jobs for units are created on the basis of tenant requests made within three (3) months of the last completed service job. With the exception of a specific failure of service and/or if the problem has not appreciably been controlled, second treatments within three weeks of initial treatment will not be requested of the PCSP. Data analysis of service work by PCSP and the Housing Provider will identify the extent of warranty jobs. In cases where treatment is suspect

or tenants report that treatment was deficient, or on the basis of the Housing Provider finding treatment to be deficient, then warranty re-treatment will be required without delay (depending on circumstances) or at next scheduled service date.

### **Validation of Warranty Jobs**

Warranty jobs are considered to be valid non-chargeable services unless the PCSP disputes them on the basis of previously documented findings. In the event that the PCSP has not reported any condition or circumstance that may influence the fulfilment of the warranty, then the warranty shall apply. Severe infestations or specific pest types will require additional treatments and as these are planned, they are not considered warranty treatments and shall be chargeable.

### **Warranty Disputes**

The PCSP may choose to dispute specific warranty requests on a technical basis, for example, non-sightings of pests. In this case, the Housing Provider shall arrange for a visit to the disputed unit and a determination will be made. Warranty disputes shall be on the basis of direct observations and documentation by the PCSP at the time of service. While the Housing Provider will consider warranty disputes on a case-by-case basis, the final determination shall be that of the Housing Provider. Continuing or chronic problems of lack of quality and/or failure of completeness in service delivery including incomplete reporting may result in financial penalties as charge-backs up to and including cancellation of the contract.

### **Housing Provider Investigations**

Any complaint from tenants or the Housing Provider staff that is suggestive of a failure of pest reduction shall be considered a warranty job. In the event that the Housing Provider discovers direct indication of incomplete treatment when the PCSP has reported a complete treatment and/or that a pronounced uncontrolled infestation exists, the warranty shall apply. The PCSP may, by appointment, investigate such complaints accompanied by the Housing Provider.

### **Distinctions Between Warranty Compliance and Completeness of Work**

Warranty compliance is a requirement of supplementary service(s) to achieve required levels of control. Completeness of work is a mandatory requirement of performance. Incomplete work performance will not be tolerated and can result in cancellation of the contract.

### **Waiver of Warranty – Units**

The Housing Provider staff may, in their sole discretion, waive the warranty in specific cases such as extreme infestations in focal units or in units adjacent to focal units due to high risk of re-infestation. Excepting this, all other work undertaken must be warranted.

### **Waiver of Warranty – Common Areas**

In the event that the PCSP has reported a specific condition that is hindering control directly and the said condition can be varied to aid in prevention of pest problems, the warranty for common area services may be waived at the sole discretion of the Housing Provider. The PCSP shall, however, provide basic preventive and direct treatment pest control services on designated day(s) of service for common areas if there is a monthly contract in place under the agreement notwithstanding such condition.

### **Warranty Call-Outs**

Warranty service call-outs shall be responded to by the PCSP within 48 hours, excepting emergency call-outs which shall be handled as emergency calls.