



## **HBA QUALITY EXPERIENCE PROGRAM**

The Home Builders Association of Dayton has established the HBA Quality Experience Program (QEP) to promote productive communication between members of the HBA of Dayton and customers, both outside the Association and internal to the Association. The program has three major components. The first is a mandatory one year warranty that will be provided to all customers while meeting a minimum of the NAHB Residential Construction Performance Guidelines and each member will be bound to a HBA Membership Acknowledgement of Requirements upon membership acceptance by the Board of Directors. Also, an encouraged, but not mandatory, aspect of the program is the HBA Member pursuing continuing education through the National Association of Home Builders University of Housing Program with an end result of HBA Members earning NAHB professional designations. Designations will be promoted by the HBA of Dayton. And third, if a situation arises, there is a multi-step dispute resolution process designed to resolve, at the earliest stage possible, disputes between customers and HBA Members.

### **ONE YEAR WARRANTY AND ACKNOWLEDGEMENT OF REQUIREMENTS**

HBA Members are required to provide a Limited One-year Warranty to each homebuyer and to abide by the most recent Residential Construction Performance Guidelines for Professional Builder & Remodelers as published by the National Association of Home Builders.

1. The HBA Member entity agrees, on all new residential dwelling construction, to issue to the home owner a limited warranty from the date of closing or occupancy of the homeowner, whichever comes first, for a period of least one (1) year from the individual Builder/Remodeler/Associate. The limited warranty shall be as stated in Exhibit B of the Home Builders Association of Dayton Membership Acknowledgement.

2. In no case may a HBA Member exclude, by contract, materials, workmanship or any other item warrantable and covered by the one-year warranty provided to the homeowner by the HBA Member. HBA Members may not exclude, by contract, materials, workmanship or any other item covered by the Residential Construction Performance Guidelines. If however, the homeowner chooses to provide their own product(s), service(s) or labor for any portion of the house, such product(s), service(s) and labor

may be excluded from the warranty provided by the HBA Member.

3. All HBA Members agree to be bound by HBA Membership Acknowledgement of Requirements and the Bylaws of the HBA of Dayton, submitting State or Local business license/registration number (if required), liability insurance company and policy number and Workers Compensation company and policy number and further agree to resolve all disputes with homeowners and other HBA Members in accordance with the QEP dispute resolution procedures.

4. HBA Members that fail to comply with the requirements of the Quality Experience Program, these guidelines and/or the HBA Bylaws, may be expelled from the Association.

5. In the event a HBA member feels aggrieved by a decision of the QEP Review Panel, the HBA Member may ask for a mandatory review of such decision by the HBA Board of Directors Executive Committee. The HBA member must file a written request for such a review within fourteen (14) days of notification of the QEP Review Panel contested decision.

The HBA Executive Committee shall then review the record. The Executive Committee may take such action, including warning, suspension, termination or reversal of the Committee's decision. The HBA Member shall be entitled to appear before the HBA Executive Committee in order to defend its position, and may at that time introduce any evidence on its own behalf as it deems beneficial or necessary. Any compliance action on the part of the QEP Review Panel shall be stayed pending on the Executive Committee's review. The action of the HBA Executive Committee shall be final.

### **HBA OF DAYTON MEMBER CONTINUING EDUCATION**

The HBA of Dayton strongly encourages HBA Members to pursue National Association of Home Builders Professional Designations which include continuing professional education as a means for advancing business management, industry knowledge and technology in residential construction. HBA of Dayton will market the designations of its members.

## **DISPUTE RESOLUTION**

### **Dispute Resolution Procedures between HBA Builders/Remodeler/Associates and Home Owners**

The QEP dispute resolution process is created to maintain lines of communication between the two disputing parties to arrive at a mutually acceptable agreement. It has no legal or binding authority. If either party has previously sought or concurrently seeking any other legal means through contact with government agencies or legal professionals, the dispute does not qualify for the QEP Dispute Resolution Process.

The dispute resolution procedures are as follows:

1. When a homeowner contacts the HBA to register a complaint, he or she is asked to submit the complaint in writing to the HBA of Dayton QEP Administrator. Upon receipt of the signed written complaint, the HBA acknowledges receipt of the complaint, in writing, and explains that the HBA will be contacting the HBA Member and asking for a response to the complaint.

(The QEP Administrator should attempt to determine whether the problem(s) alleged by the homeowner is covered by an insurance-backed warranty agreement. If so, the QEP Administrator will direct the homeowner to first pursue his or her complaint through the contractual agreement, which exists, between the HBA Member, the home owner and the warranty company.)

#### The Process to Resolve Disputes between HBA Members and Home Owners

- Homeowner submits complaint in writing via electronic or hard copy.
  - QEP Administrator notifies the HBA Member, in writing, of complaint.
  - HBA Member has fourteen (14) days to either resolve the issue or provide a written response to the complaint. The response should explain any action being taken to resolve the complaint and a time frame of when the action will occur. (Failure to respond to the complaint is grounds for disciplinary action by the HBA QEP Review Panel consisting of three HBA Members).
  - If the dispute between the HBA Member and homeowner is unresolved, the homeowner has the option to pursue a review by the QEP Review Panel. Should a mutual satisfactory resolution be unattainable, the two parties will be referred to a third mediation service at the expense of the two disputing parties.
2. Upon request by a third party - usually a member of the public who is considering selecting one or more HBA Member(s) - the QEP Administrator is authorized to disclose the number, but not the nature, of any unresolved homeowner complaints against any HBA Member in the past three years (under the HBA of Dayton Retention Policy, HBA Member records shall be kept a maximum of three years). The number of years the HBA Member has been a member of the Association may also be provided.

## **Dispute Resolution Procedures between HBA Members**

The dispute resolution procedures adopted by the Quality Experience Program to resolve differences between HBA Associate Members is an internal, multi-step process designed to resolve these disputes at the earliest possible stage. A Member against Member dispute in connection with a home building business transaction involving the Members may initiate the dispute resolution process. It has no legal or binding authority. If either party has previously sought or concurrently seeking any other legal means through contact with government agencies or legal professionals, the dispute does not qualify for the QEP Dispute Resolution Process.

1. When any Member contacts the HBA to register a complaint, he or she is asked to submit the complaint in writing to the QEP Administrator. Upon receipt of the complaint, the HBA (a) acknowledges receipt of the complaint, in writing; (b) explains that the HBA will be contacting the Member; (c) asks the Member to respond to the complaint; and (d) asks the submitting Member to wait fourteen (14) days to determine if the Member will act to resolve the complaint without further or formal proceedings.

2. Upon receipt of a written complaint, the QEP Administrator immediately notifies the Member, in writing, that a complaint has been received and forwards a copy of the complaint to the Member. The Member is also asked to attempt to resolve or settle the complaint (or explain why no action is necessary) within fourteen (14) days and to respond to the QEP Administrator as to the results of those efforts, in writing, within that fourteen (14) day period. (Failure to respond to the complaint could be grounds for disciplinary action by the Board of Directors.)

3. At the conclusion of the fourteen (14) day period, the QEP Administrator telephones the Member to determine if a satisfactory resolution has been achieved. If the submitting Member reports that a satisfactory resolution has been reached, the matter is closed.

(If the matter has not been resolved within the fourteen (14) day period, but the Member and the Member report that progress has been made, the QEP Administrator will continue to facilitate communication between the parties until the matter is resolved).

In no case, however, will complaints remain unresolved for a period of more than forty-five (45) days from the date the Member is notified of the complaint.

4. If after fourteen (14) days [or the forty-five (45) days as described above] the Member reports that a satisfactory result has not been reached, it is considered unresolved and will go before the QEP Review Panel for possible action. Should a mutual satisfactory resolution be unattainable, the two parties will be referred to a third mediation service at the expense of the two disputing parties.