National Housing Act

The problems are the following: cracked foundation, which causes water damages in our basement; broken ceiling due to water leakage inside the rooms, and in one particular room, eight containers were needed to collect the water. Therefore, the ceilings have to be done over; the floor is loose; outside, broken perma-glaze; the walls are half insulated, and so one and so on.

This is the case of a young couple who bought a house. Having no child, the wife feels free to work outside. A storm occurs and there is nobody at home. It rains all day long and, in the evening, they find damages quite hard to evaluate. Some things can be repaired; there are others that can be dried, whereas, for others still, they had to call the insurer and claim damages. The insurance company refused to pay and the law supports it, because the damages to the property of these newlyweds and their furniture are simply due to faulty construction of the house.

This apartment is in a six-unit building which has of course a flat roof. Now, it was discovered that the drainage of the roof was set up at the highest point of the roof and this is an inexplicable defect.

But the most ridiculous thing of the entire matter is that it is absolutely necessary to catch the water seeping through the roof in tubs or pails, because if it falls in the basement it cannot run off. Indeed there is a screen on the floor of the basement but the water cannot go through, unless of course the drain, if any, is plugged.

So the owner asks to see the plans and specifications used to build that house to know where to make a hole and check the pipes, if any. However, it is impossible to see the plans since apparently the builder of such a house is not compelled under the legislation to produce them.

In this letter which I received, another paragraph read as follows:

We have been contacting the CMHC since June 1971, to no avail. It seems that the contractor, who is from Vanier City, is bankrupt. We have had no results with him either.

Mr. Speaker, this is a case from Vanier City. In my collection, I have a letter from Notre-Dame-des-Laurentides. The owner paid \$1,150 for his lot. He signed a \$14,000 contract for the building of a 25' by 37' house. That contract provided the following: landscaping, hot water heating system, oil water-heater, exterior and interior painting, screens, exterior door for the basement, that is an exit in the basement.

So the man takes possession of his house without any landscaping and no screens. He finds that he has to make a monthly payment to Imperial Oil which owns the water heater

What he finds most amazing, Mr. Speaker, is that though he has paid \$200 for the basement door, there is none. So he calls for an expert who tests all basement walls in order to find a spot which would sound hollow. To no avail, everything sounds solid. There is no door, visible or hidden. And when he took possession of his house, he had to pay additional costs for the double water mains needed to feed the heating system, he was told.

• (2110)

As this is a bungalow there is but one heating system which requires one pipe only. So the owner discussed the situation with a heating engineer who told him that in

order to permit circulation a feeding pipe and a retaining pipe are needed.

An hon. Member: Ridiculous!

Mr. Godin: Mr. Speaker, according to invoices, such things are accepted by the Central Mortgage and Housing Corporation.

At the present time Americans are concerned about the financial return of a pipeline for the shipment of oil from Alaska. So, I avail myself of this opportunity to suggest to the minister concerned to send to the United States a representative from Central Mortgage and Housing Corporation. Probably this official could find a way of carrying oil from the North down to California, and using the same pipe to deliver molasses to the Eskimos. I am convinced that this system would be profitable!

Mr. Speaker, during the negotiations between the contractor, the Corporation and the purchaser, the notary had asked for \$125 in cash, in order to get him the 3 per cent rebate paid by the province of Quebec.

We know that this form is available from the CMHC, Caisses populaires and banks. It may be filled up by a clerk within 10 or 15 minutes. However, to do this work, the notary had asked for \$125. Unhappily, the new owner was not eligible to the rebate since his annual earnings were \$100 more than the maximum amount allowed under the act. Then, this is another \$125 lost!

Mr. Speaker, except for all I have just referred to, the owner is satisfied. Apparently, his house is quite comfortable. It is well located, the surroundings are fantastic in that area and his neighbours are very pleasant people.

He kept in touch with the CMHC for one year in order to get advice and guidance in his claims.

Considering the fact that he had to do himself the outside paint work, that he had not obtained the screens, that he had to do the landscaping himself and that he had not found the door yet, he met with officials of the CMHC to tell them that he was willing to pay at least for what he had received.

As the bargaining was not successful, after another year, he really got depressed. In the first place, he had to pay \$200 to have a lawyer handle his problem but, unhappily, this lawyer died. After that, he managed to get his file and gave it to another lawyer who took up the matter seriously.

However, Mr. Speaker, the door has not been found yet. But it has been discovered that the contractor once went bankrupt and is now in business under a new name; his wife has been elected president of the company while he, being insolvent, became the treasurer manager.

Mr. Speaker, what are the criteria used by the CMHC to deal with contractors?

The building of the house just referred to took place three years ago. But the most ridiculous thing is that this small company is still doing business with the CMHC. The case is definitely filed and the owner just paid \$1,750 for legal fees plus \$1,300 for things he never received.

Mr. Speaker, I would like to give another distressing example. It is the case of a house built in 1963, pretty well built at a high cost, but which had shortcomings because