

Arbitration

**UNDER THE RÈGLEMENT SUR LE PLAN DE GARANTIE
DES BÂTIMENTS RÉSIDENTIELS NEUFS
(Décret 841-98 du 17 juin 1998)**

Arbitration body authorized by the Régie du bâtiment du Québec (RBQ)
GROUPE D'ARBITRAGE – JUSTE DÉCISION (GAJD)

CANADA

PROVINCE OF QUEBEC

Between: **Mrs. Han Yun Wu**
Mr. Thieu Quan Lai. (The «*Beneficiaries*»)

AND: **Sotramont Bois-Frand inc.**
(The «*Contractor*»)

AND: **LA GARANTIE HABITATION DU QUÉBEC
INC. (QUALITÉ HABITATION) –
Temporary administration**
(The «*Administrator*»)

Arbitrator's File N°: GAJD.027
GHQ's File N° : 107454-12230
[136080-00007]
GAJD's File N° : 20192608

ARBITRAL AWARD

Arbitrator: Mr. Claude Prud'Homme

For the Beneficiaries: Mrs Han Yun Wu,
Beneficiary

For the Contractor : Mr. Marc-André Roy,
Mrs Sarah-Ann Alberghi

For the Administrator: Me Alexandra Belley-McKinnon
Lavery, De Billy, S.E.N.C.R.L. Lawyers

Date of the hearing: N / A

Date of the arbitral award: June 29th, 2020

[1] The arbitrator received his mandate from the GAJD on September 3, 2019.

FILE HISTORY / CHRONOLOGY

Date	Contractual documents
14-11-06	Date of confirmation of accreditation (by QH) of the North Square project #E
16-05-22	The date of the signing of the QH Guarantee "preliminary" contract.
16-06-07	Date of confirmation of accreditation (by QH) of the Residential Unit of the <i>Beneficiaries</i>
16-08-25	Issue of the " <i>pre-reception inspection</i> " report
16-08-25	of the "Unity Reception"

Arbitration process initiated by *Beneficiaries*

19-04-03	Issue of the denunciation to the Administrator
19-04-03	Receipt by the <i>Administrator</i> of the <i>Beneficiaries'</i> Claim
16-06-06	Visit of the Inspector / Conciliator of the Administrator (Mr. Michel Labelle).
19-08-15	The date of the issuance of the " <i>Decision</i> " by the <i>Administrator</i> .
19-08-27	The date GAJD receives the arbitration application filed by the <i>Beneficiaries</i>
19-09-03	Notice of appointment of the Arbitrator and opening of the arbitration file submitted by GAJD

MAXIMUM CLAIM VALUE: 7,000 \$

LITIGATION / INTRODUCTION

[2] The type of building in question is a three-story high, town house / condominium / privative portion. The *Beneficiary's* Goods-Receipt took place on the 25th of August 2016. The decision on this case was handed down by the Administrator on August 15th, 2019.

[3] This litigation undertaken by the *Beneficiaries*, consist in their contests of a part of the « Administrator's *Decision*, » (the « *Decision* ») initially covered by only one (1) point. The *Beneficiaries* disputes this unique (1) points, in which the *Administrator* initially ruled in favor of the *Contractor* in his *Decision*. Hereafter is the point 1 of the *Administrator's Decision* (« Point »).

Point n° 01: FLOATING FLOORING SYSTEM.

[4] The *Beneficiaries* complained about floating floor problems on the ground floor level as well as upstairs of their new condominium unit. The *Entrepreneur* reportedly told them that the problem was at the level of the product itself and not the installation. In addition, the latter mentioned that the provenance of the product from outside Canada delayed the replacement of floating floors. The *Beneficiaries* therefore filed a claim with the *Administrator*, but because of the unreasonable delay of alleged disclosures to the *Administrator* (more than twelve [12] months between the discovery of the problem and the date of claim) the *Administrator's* inspector/conciliator dismissed the claim. That is the reason for this arbitration case.

RESIDENCE'S VISIT

[5] No visit to the *Beneficiaries'* residence by the arbitrator and the parties took place in this case.

AGREEMENT BETWEEN THE PARTIES

- [6] After several months of discussions in search for a settlement between the *Contractor* and the *Beneficiaries*, the Contractor's representative first contacted the parties on May 1st, 2020 to inform them that an agreement had been reached and the work subject to this arbitration had all been completed to the full satisfaction of the *Beneficiaries*. According to the *Contractor* such situation was retroactive to March 11th, 2020. The *Beneficiary* Mrs Wu stated in an emailed response (May 4th, 2020) that only the ground floor floors had been executed to this date and that the dispute remained for the flooring upstairs.
- [7] Following further negotiations, the parties agreed on adjustments to the upstairs floors of the *Beneficiaries'* residence in early June 2020.
- [8] The parties to this arbitration file received from the *Beneficiaries* on June 10th, 2020, a document specifying that this time that all disputes were now resolved to their full satisfaction. It is also stated in the document received on June 10th, 2020 that the *Beneficiaries* wish to terminate this arbitration file and thus waive any subsequent appeal for the sole Point of their claim.
- [9] The *Beneficiaries*, with full knowledge of the situation, wish to withdraw from their request for arbitration as a result of this agreement with the *Contractor* considering also, the completion of the defective work.

FOR ALL THESE REASONS, THE ARBITRATION TRIBUNAL:

TAKES NOTICE OF the agreement between the parties.

ORDERS the *Administrator* to pay the arbitrary fees.

IN WITNESS WHEREOF, I have signed on the 29th day of June 2020



Claude Prud'Homme,
Designated arbitrator / GAJD