



Civil Resolution Tribunal

Date Issued: February 13, 2019

File: SC-2018-005947

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sims v. Horizon North Logistics Inc.*, 2019 BCCRT 180

B E T W E E N :

Karen Sims

APPLICANT

A N D :

Horizon North Logistics Inc.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This dispute is about repairs to a leak in a rental property. The applicant, Karen Sims, seeks reimbursement of expenses she says she incurred as a result of the repairs, information about the repairs, and an extension of the warranty coverage. The applicant claims a total of \$2,479.33 in compensation, plus an order for a

written extension of the warranty on the repair and orders related to identification of the repair and the personnel involved.

2. The respondent, Horizon North Logistics Inc., denies that it is responsible for the applicant's claims.
3. The applicant is self-represented. The respondent is represented by an employee, Lyle Guard.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act (Act)*. The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
5. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions, because I find that there are no significant issues of credibility or other reasons that might require an oral hearing.
6. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. Under tribunal rule 126, in resolving this dispute the tribunal may make one or more of the following orders:
 - a. order a party to do or stop doing something;

- b. order a party to pay money;
- c. order any other terms or conditions the tribunal considers appropriate.

ISSUES

8. The issues in this dispute are:
- a. whether the applicant is entitled to an extension of a warranty;
 - b. whether the respondent must provide the applicant information about the repairs conducted on her unit;
 - c. whether the applicant is entitled to reimbursement of expenses in the amount of \$2,479.33 from the respondent; and
 - d. whether the applicant is entitled to an award of \$1,000 as compensation for her time and suffering.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant bears the burden of proof on a balance of probabilities. The parties provided submissions and evidence in support of their respective positions. While I have considered all of this information, I will refer only to that which is necessary to provide context to my decision.
10. In April of 2017, the applicant purchased a condominium in Revelstoke, British Columbia from a developer. Horizon North Modular Solutions Inc. was the builder for the project's construction, and is not a party to this dispute. The applicant took possession of the unit in December of 2017, and a tenant moved in shortly thereafter. On January 25, 2018, the tenant reported an issue with water ingress.
11. The applicant notified the insurance carrier who administered the new home warranty of the leak. The insurance carrier engaged Horizon North Modular Solutions Inc. to repair the damage.

12. The applicant says there was poor communication with the respondent during the repair process, and that she was provided with false information on more than one occasion. The applicant travelled from her home in Vancouver to the condominium in Revelstoke on two occasions to view the damage and repairs, and seeks compensation of \$1,243.00 for those trips, as well as \$1,000 for her time and suffering.
13. The respondent says that it did not have any relationship or involvement with the applicant. The respondent says that it is the parent corporation of Horizon North Modular Solutions Inc., which held a design-build contract with the developer from which the applicant purchased a unit. The respondent says that the applicant never entered into a contract with it or with Horizon North Modular Solutions Inc. It also says that the new home warranty is a policy between an insurer and the applicant, and the respondent owes no contractual or warranty obligations to the applicant. The respondent suggests that the applicant's claim is one of pure economic loss, and that she has not made out such a claim or a case in tort. The respondent's position is that the applicant's claim should be dismissed.
14. Among other things, the applicant seeks an order that the new home warranty on her unit be extended to April 1, 2020. According to the Home Warranty Certificate, the warranty is held by the insurer, not the respondent. As the insurer is not a named party in this dispute, I dismiss this claim against the respondent.
15. The applicant also makes claims for compensation and information from the respondent. However, I am not satisfied that the respondent is the party involved in the construction or repair of the condominium. Documentation on the claim file confirms that the builder of the project was Horizon North Modular Solutions Inc., and that this organization was engaged in the repair process under the warranty. Although the entities are related, the respondent is a distinct corporation and there is no indication that it was involved in the project such that it would be responsible for the applicant's claims in this dispute.

16. Even if the respondent had been the builder, I would not grant the orders sought by the applicant. There is no contractual relationship between the parties and the circumstances do not meet the requirements for pure economic loss (see, for example, *Bond Reproductions Inc. v. Revolution Resource Recovery Inc.*, 2018 BCPC 241). In particular, I find that the applicant has not proven any negligence associated with the repair process.
17. I accept that the applicant experienced frustration and inconvenience as a result of the leak and associated repairs. However, for the reasons set out above, I decline to make orders for the monetary compensation and information sought by the applicant. I dismiss the applicant's claims.
18. Under section 49 of the Act, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. As the applicant was unsuccessful, I dismiss the applicant's claims for fees and expenses. The respondent did not make a claim for fees or expenses.

ORDER

19. I dismiss the applicant's claims and this dispute.

Lynn Scrivener, Tribunal Member