



# Civil Resolution Tribunal

Date Issued: January 20, 2022

File: SC-2021-002859

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Synthesis Builders Inc. v. A-Star Vinyl Window System Ltd.*,  
2022 BCCRT 80

B E T W E E N :

SYNTHESIS BUILDERS INC.

**APPLICANT**

A N D :

A-STAR VINYL WINDOW SYSTEM LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

David Jiang

## INTRODUCTION

1. This dispute is about reimbursement for 3 windows and 1 door. The applicant, Synthesis Builders Inc. (Synthesis), says it purchased these items from the respondent window supplier, A-Star Vinyl Window System Ltd. (A-Star). Synthesis says A-Star delivered unsuitable items and never delivered replacements or provided

a refund. Synthesis claims \$4,900 as reimbursement for purchasing the 3 windows and 1 door elsewhere.

2. A-Star says it delivered the appropriate items, though some were late.
3. The parties are represented by their employees or principals.
4. For the reasons that follow, I find Synthesis has partially proven its claims.

## **JURISDICTION AND PROCEDURE**

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
7. Section 42 of the CRTA says the CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

9. Synthesis says A-Star also breached their contract by failing to provide bug screens and window crank handles. However, Synthesis did not include this claim in its application for dispute resolution, and there is no evidence or submission about what damages flowed from this alleged breach. So, I find the claim for the screens and handles is not properly before me and make no findings about it.

## **ISSUE**

10. The issue in this dispute is whether A-Star breached the parties' contract, and if so, what remedy is appropriate.

## **BACKGROUND, EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, the applicant Synthesis must prove its claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions but refer only to the evidence and arguments that I find relevant to provide context for my decision. A-Star chose not to provide any evidence though it was given the opportunity to do so.
12. I begin with the undisputed background. As documented in the September 23 and October 6, 2021 invoices, Synthesis purchased a sliding glass door and multiple windows from A-Star for a total of \$15,313.83. Prior to purchase, Synthesis provided A-Star architectural drawings. I find the drawings were part of the contract. They showed A-Star the dimensions of the door and windows it had to deliver, and that they all had to be made with tempered glass. Some of the evidence refers to safety glass, and it is undisputed that this is the same as tempered glass.
13. The parties agree that A-Star delivered at least some of the items late. However, there is no indication this resulted in any quantifiable damage or loss. So, I find nothing turns on this.
14. Synthesis says A-Star also breached the contract by a) providing 2 windows that were not made of safety glass, b) providing another window that was openable instead of

fixed, and c) providing a sliding glass door that was too small and did not pass inspection. A-Star disagrees and says it delivered items as required under the parties' contract. The parties did not provide any evidence, such as emails or text messages, about any complaints Synthesis may have made to A-Star about the delivered items.

15. I first consider Synthesis' allegation that 2 windows were not made of safety or tempered glass. A-Star says that all its delivered windows were of tempered glass. I find this inconsistent with a city inspector's handwritten notes. They indicate that 2 of the delivered windows were not made of safety glass and did not pass inspection. So, I find that A-Star breached the contract by providing 2 unsuitable or deficient windows.
16. Next, as noted Synthesis says A-Star provided a third deficient window. It says the window was supposed to be a fixed window. Synthesis provided 2 photos showing that a) A-Star delivered a window that I find consisted of 2 panels that could slide open, and 2) Synthesis obtained and installed a replacement window that was one panel and fixed, or non-opening. Consistent with Synthesis' submission, the drawings in evidence show that several windows must be "fixed". The invoices also show Synthesis ordered several windows from A-Star that resembled the photographed replacement, consisting of one panel. A-Star did not address the photos or the drawings in its submissions, so I find it proven that A-Star breached the contract by providing a third, unsuitable window as well.
17. Finally, Synthesis says the sliding door was too small and failed to pass inspection. There is no evidence from the inspector about the door. There is no evidence about the dimensions of the delivered door, or how it may have differed from the specifications in the architectural drawings or the September and October 2021 invoices. So, I find this claim unproven.
18. This leaves the appropriate measure of damages for the 3 deficient windows. Synthesis did not say how much they cost, and A-Star's invoices did not provide a breakdown. Synthesis provided an undated quote of \$6,720 for replacing 3 windows and the sliding door. However, the quote also lacked any breakdown. There is no

indication that A-Star picked up the deficient windows from Synthesis. The parties did not comment on whether they had any value, so I find they had none.

19. One invoice shows that A-Star provided 20 windows and 1 sliding door for \$10,862.96. So, I find it likely that the majority of the undated quote is for replacing the sliding door. Given this, and given the lack of certainty about either the cost of the 3 windows or replacing them, on a judgement basis I award Synthesis \$3,000 for the 3 windows.
20. The *Court Order Interest Act* applies to the CRT. Synthesis is entitled to pre-judgment interest on the damages award of \$3,000 from October 6, 2021, the date of the second A-Star invoice, to the date of this decision. This equals \$3.95.
21. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. As Synthesis has partially proven its claims, I find it is entitled to reimbursement of half its CRT fees. This equals \$87.50. Synthesis did not claim for any specific dispute-related expenses, so I order none.

## **ORDERS**

22. Within 14 days of the date of this order, I order A-Star to pay Synthesis a total of \$3,091.45, broken down as follows:
  - a. \$3,000 as damages,
  - b. \$3.95 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$87.50 in CRT fees.
23. Synthesis is entitled to post-judgment interest, as applicable.
24. Under section 48 of the CRTA, the CRT will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under

section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the CRT's final decision.

25. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. A CRT order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

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David Jiang, Tribunal Member