



# Civil Resolution Tribunal

Date Issued: July 11, 2025

File: SC-2024-001910

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Design Roofing and Sheet Metal Ltd. v. 1421663 BC Ltd.*, 2025 BCCRT  
942

B E T W E E N :

DESIGN ROOFING AND SHEET METAL LTD.

**APPLICANT**

A N D :

1421663 B.C. LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Alissa Reynolds

## INTRODUCTION

1. This dispute is about a contract for roof repairs. The applicant, Design Roofing and Sheet Metal Ltd. (Design), says that the respondent, 1421663 B.C. Ltd. (142), failed to pay for roof repairs. Design claims \$3,381. 142 disagrees that it must pay because it says that Design did not repair the leak that it was hired to fix.

2. An employee represents Design and a director represents 142.
3. For the reasons set out below, I find in favour of 142.

## **JURISDICTION AND PROCEDURE**

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must apply principles of law and fairness. These are the CRT's formal written reasons.
5. The CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions. Bearing in mind the CRT's mandate that includes proportionality timeliness, I find that an oral hearing is not necessary in the interests of justice.
6. 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 court. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to pay money, return personal property, or do things required by an agreement about personal property or services. The order may include any terms or conditions the CRT considers appropriate.
8. During the evidence collection phase of this dispute, Design uploaded a file named "Quote Approval," that I was unable to open. Through CRT's staff, I asked Design to provide it again. After that, 142 responded to the new evidence.
9. In submissions, 142 says Design filed a builder's lien against its property. 142 says it requires Design to discharge the lien and failure to do so will result in a new claim

against Design. The BC Supreme Court has exclusive jurisdiction over builder's liens under the *Builders Lien Act*. So, I will not deal with it further in this decision.

## **ISSUE**

10. Must 142 pay Design \$3,381 for roof repairs?

## **EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, Design must prove its claim on a balance of probabilities. This means more likely than not.
12. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
13. 142 owns a church that had a leaky roof. On September 26, 2023, 142's representative met with a Design employee to obtain a quote for leak repairs.
14. 142 says the leak was located on the flat part of the roof, above a classroom. 142 says its representative showed the Design employee the location of the leak, both inside the classroom and outside the church. 142 submitted a photo that shows the location on the roof's southwest side. Design does not deny any of this.
15. 142 says at the meeting, the Design employee advised 142 it should replace the entire flat roof, rather than just repair the identified leak. 142 says its representative advised the Design employee that 142 did not want to replace the roof because the church was to be demolished in 2 years. 142 says its representative told Design to only repair the identified leak. Design also does not deny any of this.
16. After the meeting, Design provided 142 with a quote dated October 3, 2023, for \$3,381. 142 accepted the quote, so I find it forms the basis of the parties' contract.
17. The quote says Design was to complete the following work: 1) remove and set tarp aside, 2) inspect membrane for leaks, 3) apply mastic and mesh at leak areas, 4)

provide quote for further repairs, 5) reinstall tarp where removed, and 6) remove and dispose of all job-site debris.

18. "Leak areas" is not defined in the quote. The quote was produced after the meeting, so I find that the "leak areas" is the location 142 identified at the meeting.
19. Design says they completed the work and provided a second quote for further repairs it says are necessary. It invoiced 142 for \$3,381 and 142 failed to pay.
20. However, Design roofing also submitted a Project Completion Report that shows that it completed repairs to the roof's northwest side, rather than the southwest side.
21. 142 says it did not pay the invoice because Design's repairs did not fix the leak and in fact made the leak worse. 142 says it asked Design to return to redo the repairs.
22. An email from a Design employee says it refused 142's request to redo the work, because other defects can cause new leaks or leaks at the same point. It says the only way to guarantee no leaks is roof replacement, and that is why Design issued a second quote for further work. In another email, a Design employee offered to meet with a 142 representative to go over the repairs, the state of the roof, and the additional work required. For reasons that are not relevant, that meeting did not take place. Nothing turns on that because I find that Design refused to redo the work.
23. 142 says it hired a different roofing company, Nu-Tech, to repair the leak. It submitted a letter from Nu-Tech's manager. He said 142's representative showed Nu-Tech's employees the leak location above the classroom. He said the leak was caused by cracks in the roof membrane located directly above the classroom. He said they re-sealed the cracks and provided 142 with photos of the work.
24. 142 submitted photos that show Nu-Tech fixed the roof's southwest side. It says Nu-Tech's repairs fixed the leak. It also submitted Nu-Tech's invoice for \$1,101.92.
25. Based on the above, I find that Design breached its contract with 142 by failing to repair the leak in the agreed upon location. I find that 142 notified Design of its breach and gave Design the opportunity to remedy its breach, but Design refused. I

find that Design's refusal to remedy its breach ended the contract. I find that 142 was free to hire Nu-Tech to complete the work.

26. For those reasons, I conclude that 142 does not have to pay Design the \$3,381 claimed.
27. 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. I find 142 is entitled to reimbursement of \$25 in CRT fees. I dismiss Design's claim for reimbursement of CRT fees. Neither party claimed dispute-related expenses.

## **ORDERS**

28. I dismiss Design's claims.
29. Within 30 days of the date of this decision, I order Design to reimburse 142 \$25 in CRT fees.
30. 142 is entitled to post-judgment interest, as applicable.
31. This is a validated decision and order. 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. 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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Alissa Reynolds, Tribunal Member