



# Civil Resolution Tribunal

Date Issued: July 11, 2025

File: SC-2024-002874

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Segal v. Trendy Projects Corporation*, 2025 BCCRT 952

B E T W E E N :

JUDITH SEGAL and ALAN RICHARDSON

**APPLICANTS**

A N D :

TRENDY PROJECTS CORPORATION and INDULGE DESIGN INC.

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Megan Stewart

## INTRODUCTION

1. This dispute is about bathroom renovations.
2. Judith Segal and Alan Richardson hired Trendy Projects Corporation (Trendy) to renovate two bathrooms in their strata lot. The applicants also hired Indulge Design Inc. (Indulge) to design the bathrooms. The applicants say the respondents

breached their contractual obligations by failing to install a replacement bathtub faucet and do related tile and plumbing repair work. They claim \$4,000 for the work's estimated cost. Dr. Segal represents the applicants.

3. Trendy says the applicants insisted on reusing old fixtures that were not covered by its warranty. So, it says it is not responsible for any costs connected with those fixtures. Trendy is represented by its owner, AM.
4. Indulge says the applicants only hired it for interior design services, and that the applicants' claims go beyond the scope of their agreement with Indulge. Indulge is represented by a director, TT.

## **JURISDICTION AND PROCEDURE**

5. 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. In resolving disputes, the CRT must apply principles of law and fairness. These are the CRT's formal written reasons.
6. CRTA section 39 says the CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find 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 an oral hearing is not necessary in the interests of justice.
7. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

## **ISSUES**

8. The issues in this dispute are:

- a. Did either Trendy or Indulge breach their contractual obligations by failing to install a replacement bathtub faucet and repair tile and plumbing?
- b. If so, are the applicants entitled to the \$4,000 they claim?

## **EVIDENCE AND ANALYSIS**

9. As the applicants in this civil proceeding, Dr. Segal and Dr. Richardson must prove their claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but only refer to information I find necessary to explain my decision.

### ***Background***

10. In early 2023, the applicants hired Trendy for a bathroom renovation project. On Trendy's recommendation, the applicants also hired Indulge to provide design services. The project was completed in July 2023.
11. In September 2023, the applicants emailed Trendy with concerns about some of the work. Of relevance here were problems with the bathtub faucet, and related tile and plumbing repairs. In early November 2023, AM told the applicants they needed to schedule a site visit, and that TT could attend the following week.
12. After the site visit on November 14, TT emailed the applicants advising that repair work to address the faucet, tile, and plumbing was covered by the warranty. TT later confirmed that two visits would be needed to complete the work, and scheduled a time and date for the first visit.
13. It appears the repair work did not go ahead, because on January 23, 2024, AM emailed the applicants about warranty limitations. Specifically, AM said that due to the faucet's age and replacement cost, the repair work, including tiling and plumbing, was not covered by its warranty. AM invited the applicants to contact its plumber and tiler directly to get estimates for the work. On March 13, 2024, the applicants submitted their application for dispute resolution to the CRT.

***Did either Trendy or Indulge breach their contractual obligations by failing to install a replacement bathtub faucet and repair tile and plumbing?***

*Trendy's contract with the applicants*

14. The copy of the applicants' contract with Trendy that the applicants submitted is unsigned. However, Trendy does not dispute it, so I find it is the contract those parties agreed to.
15. The contract says Trendy's work would "be free from defects in workmanship and materials for a period of 2 (two) years from the date of completion". If any defects were discovered, Trendy would "promptly and fully repair or replace the affected work", at no extra cost to the applicants.
16. First, the applicants argue Trendy breached the contract by not fixing the bathtub faucet or installing a new faucet, and performing the tile and plumbing work.
17. Trendy says the bathtub faucet and related work were not covered by the warranty. It says the applicants insisted on reusing old fixtures to save money, despite being advised of potential issues and being told the old fixtures would not be covered. I find there is nothing in the parties' correspondence showing Trendy raised concerns about reusing old fixtures, or told the applicants that if they did so, the work would not be guaranteed.
18. Trendy also relies on a statement from JS of Prodigy Plumbing and Gas Fitting, which purports to set out industry standards for warranties as they relate to old fixtures. The statement says there is no warranty for old fixtures that are reused, due to wear and tear from repeated use. But, the statement does not include information about JS's role, experience, or qualifications to provide an opinion about industry standards for warranting an old fixture that is reused. So, I find it is not expert evidence, and I do not rely on it as proof of industry standards.
19. I also considered whether there was an implied contractual term that the warranty excluded reused fixtures. A contractual term may be implied based on: 1) custom or usage, 2) a particular class or kind of contract, or 3) the parties' presumed

intentions, where it is necessary for the contract's business efficacy (see *M.J.B. Enterprises Ltd. v. Defence Construction (1951) Ltd.*, 1999 CanLII 677 (SCC)).

20. Here, I find the applicants' and Trendy's presumed intention was that the warranty did not extend to materials other than those Trendy supplied, including the applicants' old fixtures. Otherwise, Trendy would have been responsible for defects in materials over which it had no control, which makes little business sense. An invoice showing the applicants bought a new faucet to replace the old one when they discovered there were issues with it supports this finding. Further, I find this presumed intention reflects the common-sense approach to contractual interpretation, which involves reading the contract as a whole, consistent with the surrounding circumstances known to the parties when they entered it (see *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53 at paragraph 47).
21. I turn to whether there was an implied term that the warranty excluded Trendy's installation of the old faucet. I find the following. First, there is nothing to suggest it is customary to exclude installation of old fixtures from a labour warranty. Second, there is no evidence this was a particular kind of contract that would imply such an exclusion. Third, it was not the parties' presumed intention to exclude Trendy's labour to install used fixtures from its warranty, since this was something Trendy had control over. So, I find there was no implied contractual term that carved out any of Trendy's labour.
22. The difficulty for the applicants, however, is in proving why the old faucet did not work. Was it because of a defect in the faucet itself, something I find was not covered by the warranty? Or, was it because of Trendy's installation, which I find was covered by the warranty? There is no documentary evidence either way. In these circumstances, I conclude that the applicants have not shown Trendy breached the contract.
23. Next, having been told the bathtub faucet and tile repair work would be covered under the warranty, the applicants understandably became frustrated when AM then told them it was not. The applicants point to the new faucet they bought in reliance

on Trendy agreeing to a warranty repair. I find the applicants are essentially arguing promissory estoppel. Promissory estoppel is a legal principle that means a party cannot go back on a promise another party has relied on (see *Clarkdale Motors Ltd. v. The Dilawri Automotive Group*, 2024 BCSC 1829 at paragraphs 90-91). However, promissory estoppel can only be used as a defence to a claim, and not as the basis for a claim (see *Case Credit Ltd. v. Burt*, 2004 BCSC 368 at paragraph 15). So, the applicants cannot rely on promissory estoppel.

24. Last, the applicants say Trendy tried to change the contract by limiting the warranty to one year, rather than the two years specified. Changes to the contract had to be in writing and signed by each party. Trendy's post-project correspondence refers to the one-year warranty, without evidence that the parties agreed to this change in writing. So, I find the warranty was for two years, and that Trendy's obligations under it continue until it expires on July 19, 2025.
25. However, I decline to make an order that Trendy honour the contract's timeframe, which is the remedy the applicants seek. This is a request for injunctive relief, meaning an order that a person do or stop doing something. With limited exceptions that do not apply here, injunctive orders are outside the CRT's small claims jurisdiction.
26. For the reasons above, I dismiss the applicants' claim against Trendy.

#### Indulge's contract with the applicants

27. The applicants submitted a "design service proposal" from Indulge. The proposal sets out the scope of work and payment structure for Indulge's design services. The applicants did not sign the proposal, but it is undisputed that it formed the basis of their agreement with Indulge, and I find it did.
28. The scope of work was divided into three phases: 1) design, 2) selection of materials and fixtures, and 3) demolition and construction. Phase 2 involved Indulge helping the applicants select materials and fixtures that aligned with the design vision and budget. The proposal also said that whether or not existing fixtures could

be reused or would need to be replaced with new ones would be determined on completion of the demolition.

29. While Indulge was responsible for helping the applicants choose their fixtures, including whether to reuse old fixtures, it was not responsible for supplying or installing them. The proposal does not include a warranty for the fixtures themselves, or for the work to install them. I find this makes sense in the context of a design proposal where the service's focus was on creating a desired aesthetic, and not on performing the renovations. So, I find Indulge did not breach its agreement with the applicants.
30. The applicants also seem to suggest that because TT attended the site visit in November 2023 and later emailed them to say the repairs were covered by Trendy's warranty, Indulge is responsible for the repair costs. I find this is not the case. In particular, I find TT attended the site visit as Trendy's agent, and not as Indulge's representative. This is because email correspondence implies AM was not available, and instead sent TT in their place. So, I find there is no legal basis to hold Indulge responsible for anything TT did as Trendy's agent.
31. For these reasons, I dismiss the applicants' claim against Indulge.

## **CRT FEES AND DISPUTE-RELATED EXPENSES**

32. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As the applicants were unsuccessful, I dismiss their claim for CRT fees. Neither Trendy nor Indulge paid any fees, and none of the parties claim dispute-related expenses.

## **ORDER**

33. I dismiss the applicants' claims.

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Megan Stewart, Tribunal Member