

**ARBITRATION TRIBUNAL
CONSTITUTED BY VIRTUE OF THE REGULATION RESPECTING THE
GUARANTEE PLAN FOR NEW RESIDENTIAL BUILDINGS
(O.C. 841-98 OF 17 JUNE 1998)
ARBITRATION BODY AUTHORIZED BY THE RÉGIE DU BÂTIMENT DU QUÉBEC
RESPONSIBLE FOR THE ADMINISTRATION OF THE BUILDING ACT (R.S.Q., C.
B-1.1)
UNDER THE AEGIS OF
SOCIÉTÉ POUR LA RÉOLUTION DES CONFLITS INC. (SORECONI)**

CANADA
PROVINCE OF QUÉBEC

SORECONI FILE N°: 230404001
GCR FILE N°: 125449-1048
DATE: AUGUST 7, 2025

IN THE PRESENCE OF: M^{TRE} TIBOR HOLLÄNDER

GAVIN MAYERS AND JANET DANIELS

«BENEFICIARIES»

-and-

HABITATIONS RAYMOND ALLARD INC.

«CONTRACTOR»

-and-

GARANTIE CONSTRUCTION RÉSIDENTIELLE (GCR)

«MANAGER»

ABITRATION AWARD

THE PARTIES

[1.] The parties are identified below:

**Ms. KAREN MAYERS AND MR. GAVIN
MAYERS
[]
BENEFICIARIES**

MR. OLIVIER DUROCHER
Habitations Raymond Allard Inc.
456 Saint-Charles Avenue suite 200
Vaudreuil-Dorion, Québec,
J7V 2N5
CONTRACTOR

MR. NORMAN PITRE
Garantie Construction Résidentielle
(GCR)
4101, Molson, suite 300
Montréal, Québec,
H1Y 3L1
MANAGER

ARBITRATION TRIBUNAL

MTRE TIBOR HOLLÄNDER
ARBITRATOR / SORECONI
Place du Canada
1010 ouest, de la Gauchetière #950
Montréal, Qc. H3B 2N2

Date of Visit of the Building: May 5, 2025
Date of Hearing: In person on May 5 and 6, 2025, and by
videoconference on May 23, 2025
Location: Place du Canada, 1010 Gauchetière West,
Suite 950, Montreal, Quebec

MANDATE

- [2.] The Tribunal is seized with two applications for arbitration, joined together, one of which involves the decision rendered by Mr. Norman Pitre, on March 7, 2023, in file 1254449-1048, involving claims submitted by the Beneficiaries under the *Regulation respecting the guarantee plan for new residential buildings*.
- [3.] On June 19, 2023, the undersigned was named arbitrator.
- [4.] For the reasons stated in the Arbitration Award rendered by the Tribunal on August 7, 2025, in Soreconi files N° 222103301 and Soreconi files N° 2300404001, point 9 is granted and points 4, 5, 24 and 32 are dismissed.

CONCLUSION

- [5.] Concerning point 9, the Manager is ordered to complete the work within a delay of sixty days following the rendering of the Arbitration Award.
- [6.] Concerning points 24 and 32, the Manager's objections are maintained, and the claims are dismissed.
- [7.] Points 4 and 5 are dismissed.

COSTS

- [8.] Section 123 of the Regulation expresses the legislator's intention concerning the awarding of the costs of arbitration, worded as follows:

"123. Arbitration fees are shared equally between the manager and the contractor where the latter is the plaintiff.

Where the plaintiff is the beneficiary, those fees are charged to the manager, unless the beneficiary fails to obtain a favourable decision on any of the elements of his claim, in which case the arbitrator shall split the costs."

[Emphasis added]

- [9.] Consequently, the costs and fees of this arbitration, in accordance with sections 116 and 123 of the Regulation, shall be apportioned and paid in the following manner:

- [9.1] \$50.00 to be paid by the Beneficiaries, with the remainder being paid by the Manager;

FOR THESE REASONS, THE ARBITRATION TRIBUNAL:

- [10.] **MAINTAINS** the Manager's decision and the application for arbitration and claims formulated thereunder by the Beneficiaries involving point 9.
- [11.] **MAINTAINS** the Manager's objections involving points 24 and 32.
- [12.] **DISMISSES** the arbitration application and claims formulated thereunder by the Beneficiaries involving points 4, 5, 24 and 32.
- [13.] **ORDERS** the Manager to perform the work involving point 9 within sixty days following the rendering of the present Arbitration Award, according to the applicable norms and "*règles de l'art*".
- [14.] **ORDERS** the Manager regarding point 9, to use the same color switches to achieve color uniformity with all other light switches found in the building.
- [15.] **ORDERS** the Manager to give by email to the Beneficiaries, a prior written notice of three days, indicating the date or dates and the time when the corrective work involving point 9 shall take place.
- [16.] **ORDERS** the Beneficiaries to allow access and make available the premises to the Manager and/or a contractor designated by the Manager, to repair point 9.

[17.] **ORDERS** in accordance with section 123 of the Regulation, that the costs and fees of arbitration be split, with the Beneficiaries paying \$50.00 with the remainder of the costs and fees to be paid by the Manager.

Montreal, August 7, 2025



M^{TRE} TIBOR HOLLÄNDER
ARBITRATOR