

**ARBITRATION IN VIRTUE OF THE REGULATION RESPECTING THE GUARANTEE
PLAN FOR NEW RESIDENTIAL BUILDINGS
(O.C. 841-98 of June 17, 1998)**

Arbitration body authorized by the *Régie du bâtiment du Québec*:
CANADIAN COMMERCIAL ARBITRATION CENTRE

**NORMA GASPARI KASTNER
LORNE KASTNER**

and

LORNE KASTNER FAMILY TRUST

(hereinafter «the Beneficiaries»)

v.

9219-9439 QUÉBEC INC.

(hereinafter «the Contractor»)

and

LA GARANTIE ABRITAT INC.

(hereinafter «the Manager»)

File No. CCAC: S13-030501-NP
File No. Manager: 13-006.1ES; 13-006.2ES

ARBITRATION DECISION

Arbitrator:	Me Philippe Patry
For the Beneficiaries:	Mrs. Norma Gaspari Kastner Mr. Lorne Kastner Me Sydney Sweibel
For the Contractor:	Mr. Tonino Callocchia
For the Manager:	Me Élie Sawaya, counsel Mr. Jean-Claude Filion, Inspector-Conciliator
Date of decision:	August 9, 2013

Identification of the Parties

Arbitrator: Me Philippe Patry
2001 University Street
Suite 1700
Montréal (Québec) H3A 2A6

Beneficiaries: *Mrs. Norma Gaspari Kastner*
Mr. Lorne Kastner
4886 Paul-Pouliot Street
Pierrefonds (Québec) H9K 0A7

Contractor: 9219-9439 Québec Inc.
Mr. Tonino Callocchia
4430, Dagenais West Boulevard
Suite 10
Laval (Québec) H7R 1L5

Manager: *La Garantie Abritat Inc.*
5930, Louis-H. Lafontaine Boulevard
Anjou (Québec) H1M 1S7
and its counsel:
Me Élie Sawaya
Mr. Jean-Claude Filion,
Inspector-Conciliator

Decision

Mandate:

The Arbitrator received its mandate from the CCAC on March 25, 2013.

History of File:

March 22, 2012:	Preliminary Contract and Guarantee Contract;
May 8, 2012:	Modifications to Preliminary Contract; Pre-Acceptance Inspection; Acceptance of building;
May 14, 2012:	Deed of sale;
May 31, 2012:	In File 13-006.2 ES: Correspondence of the Beneficiaries to the Contractor and the Manager; Claim request by the Beneficiaries;
June 30, 2012:	In File 13-006.1 ES: Correspondence of the Beneficiaries to the Contractor and the Manager; Claim request by the Beneficiaries;
July 9, 2012:	Notice of 15 days by the Manager to the Contractor in both files;
September 6, 2012:	Inspection by the Manager in File 13-006.1 ES;
December 10, 2012:	Decision by the Manager in File 13-006.1ES;
February 4, 2013:	Decision by the Manager in File 13-006.2ES;
March 5, 2013:	Reception by the CCAC of the Request for Arbitration of the Beneficiaries for both files dated March 5, 2013;
April 25, 2013:	Receipt of exhibits from the Manager for both files;
June 13, 2013:	Preliminary hearing by telephone conference during which the parties confirmed that they had reached an agreement;
August 7, 2013:	Reception of the transaction and discharge intervened between the parties signed respectively by the Beneficiaries on June 20, 2013, by the Contractor on July 17, 2013, and by the Manager on July 19, 2013.

Introduction:

[1] The Beneficiaries interjected appeal concerning “the fixtures in the various (2) bathrooms” of the Manager’s decision dated December 10, 2012 as well as the refusal to take action on their claim for compensation by the Manager in his decision dated February 4, 2013.

[2] During the preliminary hearing held on June 13, 2013, the parties confirmed that they had reached an agreement.

[3] Hence, the Arbitration Tribunal takes act of the withdrawal by the Beneficiaries of their demand for arbitration with respect to disorders affecting the building and an indemnity request. It will not rule on the substance of both matters. Therefore, the Arbitration Tribunal declares the case closed.

Arbitration fees:

[4] In conformity with the terms of the settlement intervened between the parties, the Manager will assume the costs of the current arbitration.

FOR THESE REASONS, THE ARBITRATION TRIBUNAL:

TAKES act of the transaction and discharge signed by the parties on July 19, 2013;

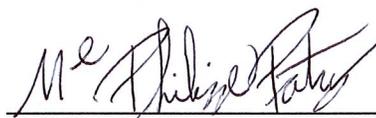
ORDERS therefore the parties to respect this agreement;

TAKES act of the withdrawal by the Beneficiaries of their demand for arbitration dated March 5, 2013 regarding the Manager's two decisions of December 10, 2012 and of February 4, 2013;

DECLARES the arbitration case closed;

CONDEMNNS the Manager to pay the costs of the present arbitration.

Montréal, August 9, 2013



ME PHILIPPE PATRY
Arbitrator / CCAC

TRANSACTION AND DISCHARGE

CONSENTED TO BY: **NORMA GASPARI KASTNER and LORNE KASTNER**, domiciled for the purposes hereof at 4886, Paul-Pouliot, in Pierrefonds, province of Québec, H9K 0A7;

AND: **LORNE KASTNER FAMILY TRUST**, an autonomous trust patrimony created under the laws of Québec;

(The "**Beneficiaries**")

IN FAVOUR OF: **9219-9439 Québec Inc.**, having its place of business at 4430, Boulevard Dagenais West, #10, in Laval, province of Québec, H7R 1L5;

(The "**Contractor**")

AND:



LA GARANTIE ABRITAT INC., a moral person having its principal place of business at 5930, Louis-H. Lafontaine, in Anjou, province of Québec;

(The "**Manager**")

WHEREAS the Beneficiaries entered into an agreement for the purchase or construction of the building situated at 4886, Paul-Pouliot, in Pierrefonds, province of Québec, H9K 0A7 (the "Building"), and that the Building was built by the "Contractor";

WHEREAS the Building is covered under the *Regulation respecting the guarantee plan for new residential building* (L.R.Q., c. B-1.1, r.0.8) and is registered with the Manager, under number 304638 ;

WHEREAS the Beneficiaries put forth a complaint with respect to disorders affecting the Building and an indemnity request, which complaint and indemnity request resulted in the Manager issuing two Manager Decisions dated 10 December, 2012 and 4 February, 2013 (the "Decisions");

Transaction Quittance
304638-1
304638-2

WHEREAS the Beneficiaries filed a demand for arbitration at the CCAC (S13-030501-NP) with respect to the Decisions;

WHEREAS the parties wish to settle the issues set out in the Decisions by the payment of a lump sum of money, the whole without any admission of liability;

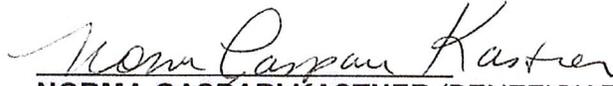
WHEREFORE, AFTER DUE DISCUSSION AND NEGOTIATION, THE BENEFICIARIES DECLARES AS FOLLOWS:

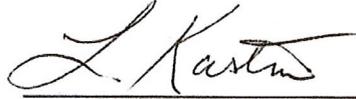
1. The preamble shall form an integral part hereof, as if recited at length;
2. The Contractor shall pay the sum of \$ 1 500 to the LORNE KASTNER FAMILY TRUST, in full and final payment of the Beneficiaries claim and indemnity request related to the Decisions;
3. In consideration of the foregoing, the Beneficiaries gives the Contractor and the Manager a full, final and complete release and discharge from any claim, whether past, present or future, of whatsoever kind or nature that is related directly or indirectly to the Decisions;
4. In addition, the Beneficiaries declare by this present transaction their discontinuance of the arbitration, in their arbitration file at the CCAC (S13-030501-NP);
5. In consideration of the discontinuance of the arbitration by the Beneficiaries, the Manager will assume all the costs of the arbitration discontinuance in this file;
6. The parties to this present transaction agree to keep the contents of this agreement under strict confidentiality;
7. The parties recognise that this present document constitute a transaction under the articles 2631 and following of the *Québec civil Code*, a transaction that the parties negotiated freely, without any influences or promises from anyone. The parties renounce to any claim resulting or caused by and from any errors;
8. This present transaction will have no effect or outcome unless signed by the parties designated below;

Transaction Quittance
304638-1
304638-2

9. The parties have requested that this agreement be drafted in English. Les parties aux présentes ont requis que cette entente soit rédigée en anglais.

SIGNED IN MONTREAL, on this 20 day of JUNE 2013


NORMA GASPARI KASTNER (BENEFICIARY)


LORNE KASTNER (BENEFICIARY)


ME SYDNEY SWEIBEL
Trustee of the **LORNE KASTNER FAMILY TRUST**
(BENEFICIARY)

SIGNED IN LAVAL, on this 17 day of July 2013


Mr. Tonino Calocchia
Representative duly authorized to represent **9219-9439 Québec Inc. (CONTRACTOR)**

SIGNED IN ANJOU, on this 19 day of July 2013


MR. RONALD OUIMET
Representative duly authorized to represent « **LA GARANTIE ABRITAT INC.** »
(«MANAGER »)