

IN THE MATTER OF AN ARBITRATION
BETWEEN

The Owners, Strata Plan NW 57

Claimant

and

Hay's Roof Management Co. Ltd

Respondent

FINAL AWARD

1. I, David Sik Chong Ngai, was appointed by letter, dated August 15, 2017, from the British Columbia Arbitration and Mediation Institute to act as arbitrator under the provisions of the ADRIC Arbitration Rules to arbitrate a strata dispute with respect to a Roofing Work Contract June 15, 2015 between the Strata Plan NW 57 and Hay's Roof Management Co. Ltd.
2. I have received submissions of the Parties hereto (under a Documents Only Arbitration) as follows:
 - .1 From the Claimant's solicitor Cleveland Doan LLP
 - Points of Claim, List of Evidence & Documents and Submissions dated September 22, 2017
 - .2 From the Respondent
 - Response and Counterclaim dated October 03, 2017
 - .3 From the Claimant's solicitor Cleveland Doan LLP
 - Amended Claimant's Reply, Defence to Counterclaim, Revised Claimant's Second Evidence List with Added Documents dated October 24, 2017
 - .4 From the Respondent
 - Additional Response dated October 25, 2017
 - .5 From the Claimant's solicitor Cleveland Doan LLP
 - Claimant's Surreply dated November 01, 2017
 - .6 From the Respondent
 - Response (E-mail November 06, 2017 12:11 PM) to Arbitrator's Letter November 07, 2017
 - .7 From the Claimant's solicitor Cleveland Doan LLP
 - Response (E-mail November 15, 2017) to Arbitrator's Letter November 07, 2017

- .8 From the Claimant's solicitor Cleveland Doan LLP
 - Further Submissions of the Claimant and Claimant's Third Evidence List dated January 12, 2018
- .9 From the Respondent
 - Response dated January 17, 2018 to Claimant's Further Submission
3. The Parties came to a meeting on November 17, 2017 to discuss some matters that the Arbitrator would like to seek further evidence at which the Claimant was represented by Mr. Shawn Smith of Cleveland Doan LLP and the Respondent was appeared personally.
4. Prior to the hearing, a sit visit was conducted to inspect the Three Roofs with the presence of Mr. Shawn Smith, Mr. Glen Christensen and Mr. David Ngai.
5. The Parties have put the following issues, based upon their submissions, to me for determination. The issues were formulated as follows:
 - ISSUE 1: The Respondent has breached the Contract and is negligent and the Claimant has suffered loss and damage with respect to the South Leaks in paying an insurance deductible in the amount of \$5,000.00.
 - ISSUE 2: The Respondent has breached the Contract and is negligent and resulted in an emergency repairs to be undertaken to units in December 2015 in the Centre Building in the amount of \$1,869.65.
 - ISSUE 3: The Respondent has breached the Contract and is negligent and the Claimant has to engage Carmichael Constructions to repair damage caused by the North Leaks and the Centre Leaks in the amount of \$42,420.00 plus GST.
 - ISSUE 4: The Respondent has breached the Contract and is negligent and the repair costs to the Claimant to Unit 102 still to be incurred in the amount of \$1,338.75.
 - ISSUE 5: The Respondent has breached the Contract and is negligent and the repair costs to the Claimant to Unit 318 still to be incurred in the amount of \$32,396.50.

- ISSUE 6: The Respondent failed to comply with the specifications as required by the Contract and is therefore responsible for the costs to correct the Deficiencies in relation to the North Roof and the cost is estimated to be \$4,800.00 plus GST (flashing repair cost not included).
- ISSUE 7: The Respondent failed to comply with the specifications as required by the Contract and is therefore responsible for the costs to correct the Deficiencies in relation to the South Roof and the cost is estimated to be \$4,350.00 plus GST (flashing repair cost not included).
- ISSUE 8: The Respondent failed to comply with the specifications as required by the Contract and is therefore responsible for the costs to correct the Deficiencies in relation to the Centre Roof and the cost is estimated to be \$206,500.00 plus GST.
- ISSUE 9: The Respondent sought outstanding payments as below:
- (a) Invoice November 30, 2015 in the amount of \$9,079.96;
 - (b) Invoice December 31, 2015 in the amount of \$8,037.80;
 - (c) Invoice December 31, 2015 in the amount of \$2,205.00;
 - (d) Invoice January 29, 2016 in the amount of \$6,945.75;
 - (e) Invoice May 31, 2016 in the amount of \$525.00; and
 - (f) Invoice July 11, 2016 in the amount of \$315.00.
- ISSUE 10: The Respondent sought payment in the amount of \$4,000.00 being material left on roof.
- ISSUE 11: The Respondent sought release of lien holdback monies in the amount of \$22,398.70.
- ISSUE 12: The Claimant paid \$4,963.56 to one of the Respondent's subtrades, RJ Disposal Ltd., and sought offset against any sums due to the Respondent.
- ISSUE 13: The Claimant shall entitle to all the costs and disbursements incurred in relation to the Arbitration.
- ISSUE 14: The Respondent shall bear the Arbitrator's fees.

ISSUE 15: The Respondent shall entitle to the costs of the Arbitration.

6. As to Issue 1:

The case for the Claimant:

- .1 The cause of the South Leaks was water ponding on the roof and leaking through the inadequate adherence of the night seal.
- .2 Pursuant to the provisions of the Contract Document, the Respondent shall protect the Work and the Owner's (the Claimant's) property from damage which may arise as a result of the Contractor's (the Respondent's) operations under the Contract and shall be responsible for such damage.
- .3 The Respondent failed to properly adhere the night seal.
- .4 The Respondent failed to take steps to drain the water off the roof.
- .5 The Respondent has breached the Contract and is negligent.
- .6 As a result, the Claimant made a claim under its insurance and paid \$5,000 deductible.

The case for the Respondent:

- .7 There was insurance coverage for the leaks.
- .8 The leaks were in areas of existing roof that the Respondent had not replaced.
- .9 The damage was pre-existing.

In the submissions, I found the Respondent owed a duty to protect the property against wind, rain and snow during its operations. The Respondent failed to meet this obligation.

In my judgment, I found it was irrelevant whether the Respondent was provided with any information regarding the meeting between the Claimant and the Insurance Company. Nonetheless, whether the leak was from previous leaks or in areas of existing roof would not prevent the Claimant from paying the deductible for making a claim to its Insurance Company due to the South Leaks (caused by the Respondent's negligence).

As a result of the above determination, I decide that the Respondent did breach the Contract and is liable to pay the \$5,000 deductible.

7. As to Issue 2:

The case for the Claimant:

- .1 At the time of the leaks the Centre Roof was only partially finished and water was able to pond on the unfinished and unrepaired areas.
- .2 Pursuant to the provisions of the Contract Document, the Respondent shall protect the Work and the Owner's (the Claimant's) property from damage which may arise as a result of the Contractor's (the Respondent's) operations under the Contract and shall be responsible for such damage.
- .3 The Centre Roof remained unfinished at that time (on or about December 31, 2015).
- .4 Emergency work was carried out by Wascana Restoration Ltd. to Suite #302, #304 and 3rd floor lobby – Invoice #12118 dated January 13, 2016 in the amount of \$1,869.65 including GST.

The case for the Respondent:

- .5 There was insurance coverage for the leaks but the Owner (the Claimant) chosen not to submit a claim to the Insurance Company.
- .6 The damage was pre-existing.

Based on the evidence given, I agreed that the Respondent did not protect the Centre Roof properly as required under the Contract. I am convinced that the Claimant has the liberty of selecting to submitting a claim to its Insurance Company or asking a restoration contractor to carry out an emergency work. However and from the records submitted, I did find leaks that were previously reported in areas on the existing roof that the Respondent had not replaced or that damage was pre-existing.

The Parties could not able to clearly identify when all the damages occurred (i.e. wholly or partly pre-existing or at the time of the Work).

I therefore decide that the Respondent is liable to the Claimant for a sum which is calculated based on 50% share of the actual costs incurred by the Claimant in this connection in the amount of \$934.83 ($\$1,869.65 \times 50\%$).

8. As to Issue 3:

The case for the Claimant:

- .1 The North Leaks occurred during a time while the Respondent was working on it.
- .2 The North Leaks were caused by faulty workmanship around a vent pipe.
- .3 At the time of the leaks the Centre Roof was only partially finished and water was able to pond on the unfinished and unrepaired areas.
- .4 Pursuant to the provisions of the Contract Document, the Respondent shall protect the Work and the Owner's (the Claimant's) property from damage which may arise as a result of the Contractor's (the Respondent's) operations under the Contract and shall be responsible for such damage.
- .5 Carmichael Construction Ltd. was asked to repair the suites in North and Centre Buildings caused by the roof leaks and submitted a quote on July 08, 2016. Carmichael submitted two invoices #10710 and #10818 in the total amount of \$42,420.00 including GST.

The case for the Respondent:

- .6 There was insurance coverage for the leaks but the Owner (the Claimant) chosen not to submit a claim to the Insurance Company.
- .7 The damage was pre-existing.

Similar to Issue #2 above and based on the evidence given, I agreed that the Respondent did not protect the North and the Centre Roofs properly as required under the Contract. However and from the records submitted, I did find leaks that were previously reported in areas on the existing two roofs that the Respondent had not replaced or that damage was pre-existing.

The Parties again could not able to clearly identify when all the damages occurred (i.e. wholly or partly pre-existing or at the time of the Work).

I therefore decide that the Respondent is liable to the Claimant for a sum which is calculated based on 50% share of the actual invoiced costs incurred by the Claimant for this roof leak repair in the amount of \$21,210.00 (\$42,420.00 x 50%).

9. As to Issue 4:

The case for the Claimant:

- .1 There was a water damage occurred at Unit 102 of the Centre Building during a time while the Respondent was working on it. At the time of the leak the Centre Roof was only partially finished and water was able to pond on the unfinished and unrepaired areas.
- .2 Pursuant to the provisions of the Contract Document, the Respondent shall protect the Work and the Owner's (the Claimant's) property from damage which may arise as a result of the Contractor's (the Respondent's) operations under the Contract and shall be responsible for such damage.
- .3 Carmichael Construction Ltd. has submitted a quotation in the sum of \$1,275.00 + GST. The restoration work has not yet started.

The case for the Respondent:

- .4 There was insurance coverage for the leak but the Owner (the Claimant) chosen not to submit a claim to the Insurance Company.
- .5 The damage was pre-existing.

Similar to Issue #2 above and based on the evidence given, I agreed that the Respondent did not protect the Centre Roof properly as required under the Contract. Although Unit 102 was situated at Ground Level, I found water leakages happened at Unit 202 (Second Level) and Unit 302 (Third Level). Therefore I believed water dripped all its way from Roof to Ground Level. Similarly, I did find leaking was previously reported in areas on this existing roof that the Respondent had not replaced or that damage was pre-existing.

The Parties again could not able to clearly identify when the damage occurred (i.e. wholly or partly pre-existing or at the time of the Work).

I therefore decide that the Respondent is liable to the Claimant for the repair costs still to be incurred. The amount to be borne by the Respondent is calculated to be based on 50% share of the final costs incurred by the Claimant and the estimated total repair cost is \$1,338.75 included GST. For the purpose of this Award, the damage is \$669.38 (\$1,337.75 x 50%).

10. As to Issue 5:

The case for the Claimant:

- .1 There was another similar water damage occurred at Unit #318 of the South Building during a time while the Respondent was working on it.
- .2 The cause of the South Leaks was water ponding on the roof and leaking through the inadequate adherence of the night seal.
- .3 Pursuant to the provisions of the Contract Document, the Respondent shall protect the Work and the Owner's (the Claimant's) property from damage which may arise as a result of the Contractor's (the Respondent's) operations under the Contract and shall be responsible for such damage.
- .4 Canstar Restorations has submitted a quotation in the sum of \$32,396.20 including GST. The restoration work has not yet started.

The case for the Respondent:

- .5 There was insurance coverage for the leak but the Owner (the Claimant) chosen not to submit a claim to the Insurance Company.
- .6 The damage was pre-existing.

Similarly, I agreed that the Respondent did not protect the South Roof properly as required under the Contract. I found leak was previously reported in areas on this existing roof that the Respondent had not replaced or that damage was pre-existing.

The Parties once again could not able to clearly identify when the damage occurred (i.e. wholly or partly pre-existing or at the time of the Work).

I therefore decide that the Respondent is liable to the Claimant for the repair costs still to be incurred. The amount to be borne by the Respondent is calculated to be based on 50% share of the final costs incurred by the Claimant and the estimated total repair cost is \$32,396.20 included GST. For the purpose of this Award, the damage is \$16,198.10 ($\$32,396.20 \times 50\%$).

11. As to Issue 6:

The case for the Claimant:

- .1 The Claimant hired Aqua-Coast Engineering Ltd. to inspect the North Roof and found that:
 - .1 Material was not applied in accordance with the manufacturer's specifications;
 - .2 Flashings were not installed in the manner or style required by specifications; and
 - .3 Proper practices were not followed during the installation as required by the Contract.
- .2 The Deficiencies are primarily related to flashing and finishing around the mechanical units.
- .3 Pursuant to the provisions of the Contract Document, the workmanship must be of the best quality. In addition, the Respondent failed to comply with the specifications as referred to by Aqua-Coast Engineering Ltd. in its report.
- .4 The Respondent is responsible for the costs to correct the Deficiencies as they relate to the North Roof.

The case for the Respondent:

- .5 The North Roof was completed and passed inspection by the Inspector engaged by the Claimant.

In my judgment, I accepted that Claimant's statement that the consultant approved progress payments did not mean that he approved every aspect and details of the work. The consultant / Owner can prepare a final deficiency list (by Aqua-Coast) to the contractor at the time of Substantial Performance of the Work.

I found that the Respondent did not provide comments to the Aqua-Coast report nor any objections to the Deficiencies noted in the said report.

I therefore decide that the Respondent shall pay the cost still to be incurred to correct the Deficiencies as they relate to the North Roof and the estimated total repair cost is \$4,800 plus GST as per Abney Roofing Ltd.'s proposal dated September 15, 2017. Since the Claimant did not provide any cost information regarding the flashing repair, this unquantified cost is therefore excluded in this Award. For the purpose of this Award, the damage is \$5,040.00 (\$4,800.00 + \$240.00 GST).

12. As to Issue 7:

The case for the Claimant:

- .1 The Claimant hired Aqua-Coast Engineering Ltd. to inspect the South Roof and found that:
 - .1 Material was not applied in accordance with the manufacturer's specifications;
 - .2 Flashings were not installed in the manner or style required by specifications; and
 - .3 Proper practices were not followed during the installation as required by the Contract.
- .2 The Deficiencies are primarily related to flashing and finishing around the mechanical units.
- .3 Pursuant to the provisions of the Contract Document, the workmanship must be of the best quality. In addition, the Respondent failed to comply with the specifications as referred to by Aqua-Coast Engineering Ltd. in its report.
- .4 The Respondent is responsible for the costs to correct the Deficiencies as they relate to the South Roof.

The case for the Respondent:

- .5 The South Roof was completed and passed inspection by the Inspector engaged by the Claimant.

In my judgment, I accepted that Claimant's statement that the consultant approved progress payments did not mean that he approved every aspect and details of the work. The consultant / Owner can prepare a final deficiency list (by Aqua-Coast) to the contractor at the time of Substantial Performance of the Work.

I found that the Respondent did not provide comments to the Aqua-Coast report nor any objections to the Deficiencies noted in the said report.

I therefore decide that the Respondent shall pay the cost still to be incurred to correct the Deficiencies as they relate to the South Roof and the estimated total repair cost is \$4,350 plus GST as per Abney Roofing Ltd.'s proposal dated September 15, 2017. Since the Claimant did not provide any cost information regarding the flashing repair, this unquantified cost is therefore excluded in this Award. For the purpose of this Award, the damage is \$4,567.50 (\$4,350.00 + \$217.50 GST).

13. As to Issue 8:

The case for the Claimant:

- .1 The Claimant hired Aqua-Coast Engineering Ltd. to inspect the Centre Roof and found that:
 - .1 Material was not applied in accordance with the manufacturer's specifications;
 - .2 Flashings were not installed in the manner or style required by specifications;
 - .3 Proper practices were not followed during the installation as required by the Contract;
 - .4 The work done did not meet industry standard and the Centre Roof must be replaced in its entirety;
 - .5 Ponding was occurring in various areas; and
 - .6 Unexceptionally high moisture content in the Centre Roof.

- .2 Pursuant to the provisions of the Contract Document, the workmanship must be of the best quality. In addition, the Respondent failed to comply with the specifications as referred to by Aqua-Coast Engineering Ltd. in its report.
- .3 The Respondent failed to complete the Work within the time allowed for in the Contract.
- .4 Had the Respondent completed the Centre Roof as required, the Centre Leaks would not have occurred.
- .5 Notwithstanding the termination of the Contract, the Respondent remained liable for the damages arising from the Centre Leaks and/or the Respondent still owed a duty of care when undertaking the Project.
- .6 The Respondent failed to properly protect the Centre Roof during periods of inactivity.

The case for the Respondent:

- .7 The Defects and/or Deficiencies were caused by the second contractor and they are not the responsibility of the Respondent.
- .8 The Respondent completed some works on the Centre Roof according to the Contract and passed inspection by the Inspector engaged by the Claimant.

As a matter of fact, the Aqua-Coast report covered inspections made to work done both by the Respondent and the second contractor. Though the Claimant tried to identify with the aids of photographs, with some degree of accuracy, the extent of the work undertaken by the Respondent. Most importantly, the Claimant is still unable to provide strong evidence with respect to the requirement and the need to replace the entire Centre Roof.

I found it is hard to justify for a decision as to replace the whole of the Centre Roof in its entirety. I would say it is more equitable that the Respondent should be responsible for any defects and/or deficiencies that were found in the Aqua-Coast report with respect to the Centre Roof. The Claimant shall ask Abney Roofing Ltd. to provide a proposal for making good all defects/deficiencies related to the Centre Roof similar to repairing the same to the North and South Roofs above.

I therefore decide that the Respondent shall pay the cost still to be incurred to correct only the Deficiencies as they relate to the Centre Roof. The Claimant shall obtain a proposal from Abney Roofing Ltd. For the purpose of this Award, there is no amount awarded at this time.

14. As to Issue 9 (a):

The Respondent sought payment in the amount of \$9,079.96 per invoice #15-613NI dated November 30, 2015.

The Claimant submitted Apex Building Sciences Inc. certificate for payment 6 (revised) dated December 17, 2015 recommending an amended payment of \$4,732.95.

I therefore decide that the Claimant shall pay the Respondent the sum of \$4,732.95 per certificate for payment 6 (revised) if this amount is still in arrears and remains unpaid.

15. As to Issue 9 (b):

The Respondent sought payment in the amount of \$8,037.80 per invoice #15-613DI dated December 31, 2015.

The Claimant alleged that this invoice appeared to be a duplicate of invoice #15-613NI and also contained the amount of \$2,205.00 in invoice #15-1218E.

I found that the above invoices were billed monthly. Based on the calculations shown in the above two invoices (#15-613NI and #15-613DI), I do not find them to be duplicate. The amount of \$2,205.00 shall be excluded from this invoice for clarity and it will be covered in Issue 9 (c) below.

I therefore decide that the Claimant shall pay the Respondent the sum of \$5,832.38 (\$8,037.80 - \$2,205.00) if this amount is still in arrears and remains unpaid.

16. As to Issue 9 (c):

The Respondent sought payment in the amount of \$2,205.00 per invoice #15-1218E dated December 31, 2015.

The Claimant accepted that this amount was a legitimate extra.

I therefore decide that the Claimant shall pay the Respondent the sum of \$2,205.00 if this amount is still in arrears and remains unpaid.

17. As to Issue 9 (d):

The Respondent sought payment in the amount of \$6,945.75 per invoice #16-119 dated January 29, 2016 for sourcing and repairing leaks in roof between the period August 2015 and January 2016.

The Claimant contented that the Respondent could not seek payment for work that was necessary as a result of its own failure to comply with the Contract.

In my above judgment, I found that the Respondent has breached the Contract and was negligent.

I therefore decide that this invoice is not an extra to the Contract and the Claimant is not required to pay.

18. As to Issue 9 (e):

The Respondent sought payment in the amount of \$525.00 per invoice #16-538 dated May 31, 2016 for sourcing leaks in Unit 302 on May 27 and 28, 2016.

The Claimant contented that the Respondent could not seek payment for work that was necessary as a result of its own failure to comply with the Contract.

In my above judgment, I found that the Respondent has breached the Contract and was negligent.

I therefore decide that this invoice is not an extra to the Contract and the Claimant is not required to pay.

19. As to Issue 9 (f):

The Respondent sought payment in the amount of \$315.00 per invoice #16-707 dated July 11, 2016 for sourcing and repairing leaks in roof above Unit 302 on July 10, 2016.

The Claimant contented that the Respondent could not seek payment for work that was necessary as a result of its own failure to comply with the Contract.

In my above judgment, I found that the Respondent has breached the Contract and was negligent.

I therefore decide that this invoice is not an extra to the Contract and the Claimant is not required to pay.

20. As to Issue 10:

The case for the Respondent:

- .1 The Respondent sought payment in the amount of \$4,000.00 being material left on roof.
- .2 The materials were additional to the original estimated material quantity. The material paid by the Owner had been installed already.
- .3 Some materials were blown away or destroyed in a rainstorm due to the Respondent was not given enough time to remove the material.

The case for the Claimant:

- .4 The Claimant has already paid for the materials on the first draw after the Work has been started.
- .5 Had the Respondent completed with the terms of the Contract, the materials would not have been lost.
- .6 The Respondent has provided no evidence of what material and its values.

I concur with the Respondent that the materials were additional to the original estimated material quantity. The material paid by the Owner under the first draw had been installed already. However, the Respondent did not provide any evidence with respect to what are the materials and their values.

I therefore decide that the Claimant shall pay to the Respondent for the material left on roof where the Respondent could not able to recover, on the condition that the Respondent has to provide proof / evidence of the materials and the value of those materials. For the purpose of this Award, I do not put in any amount.

21. As to Issue 11:

The case for the Respondent:

- .1 The Respondent sought release of lien hold back on invoices submitted in the amount of \$22,398.70.
- .2 The lien period has expired.

The case for the Claimant:

- .3 The Respondent did not request the consultant for making a calculation and therefore could not make a claim with respect to the holdback.
- .4 The Claimant should be allowed to apply the holdback toward the costs to complete the Contract or for the payment of damages, if awarded.

I found that the Respondent shall be entitled to get back the lien holdback monies and the consultant shall make such calculation when due.

I therefore decide that the Claimant shall release the lien holdback monies to the Respondent in the amount of \$22,398.70 or an amount that the consultant shall calculate and certify upon the termination of the Contract. For the purpose of this Award, I allowed the amount of \$22,398.70.

22. As to Issue 12:

The Claimant submitted that they paid \$4,963.56 to one of the Respondent's subtrades, RJ Disposal Ltd., since they had not been paid by the Respondent.

The Respondent did not rebut on the above statement.

I found the Claimant is entitled to offset against any sums found to be due to the Respondent.

I therefore decide that the Respondent shall reimburse the Claimant the sum of \$4,963.56.

23. As to Issue 13:

The Claimant sought entitlement to all the costs and disbursements incurred in relation to this Arbitration.

In my judgment above though I do not rule in favor of the Respondent, in my opinion, the Claimant is not entitled to the costs and disbursements incurred in this Arbitration.

I therefore do not consider that the Claimant shall entitle to the costs of the Arbitration.

24. As to Issue 14:

The Claimant requested that the Respondent shall bear the Arbitrator's fees.

In my judgment above though I do not rule in favor of the Respondent, I do not agree that the Respondent shall bear the Arbitrator's fees.

I therefore decide that my fees for this arbitration and award shall be borne by the Claimant and the Respondent equally.

25. As to Issue 15:

The Respondent requested for the costs of the Arbitration.

In my judgment above I do not consider the Claimant is entitled to the costs of the Arbitration, the same decision applies to the Respondent.

I therefore do not consider that the Respondent shall entitle to the costs of the Arbitration.

26. Based on the above determination, I would like to summarize as below:

	<u>Claimant Pays</u>	<u>Respondent Pays</u>
Issue 1:		\$ 5,000.00
Issue 2:		\$ 934.83
Issue 3:		\$ 21,210.00
Issue 4:		\$ 669.38
Issue 5:		\$ 16,198.10
Issue 6:		\$ 5,040.00
Issue 7:		\$ 4,567.50
Issue 8:		
Issue 9 (a):	\$ 4,732.95	
Issue 9 (b):	\$ 5,832.38	
Issue 9 (c):	\$ 2,205.00	
Issue 9 (d):		
Issue 9 (e):		
Issue 9 (f):		
Issue 10:		
Issue 11:	\$ 22,398.70	
Issue 12:		\$ 4,963.56
Issue 13:		
Issue 14:		
Issue 15:		
	<hr/>	<hr/>
	\$ 35,169.03	\$ 58,583.37

27. I therefore **DO HEREBY AWARD AND DETERMINE** that based on the overall result of my determinations on the above issues the Respondent do pay to the Claimant the sum of \$23,414.34 (\$58,583.37 - \$35,169.03).

28. I further **AWARD AND DIRECT** that no parties are entitled to the costs of this Arbitration including legal fees and costs. My fees for this arbitration and award shall be borne by the Claimant and the Respondent equally.

Made and published by me this 1st day of February, 2018.

Signed:



Arbitrator

David Sik Chong Ngai, CARb