

COURT OF QUEBEC

Small Claims Division

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
CIVIL DIVISION

No: 500-32-130027-115

DATE: June 16, 2015

IN THE PRESENCE OF: THE HONOURABLE VINCENZO PIAZZA, J.C.Q.

ADELA LIS
Plaintiff

v.

PARENTI INC. PLOMBERIE ET CHAUFFAGE
Defendant

JUDGMENT

[1] Mrs. Lis claims \$1,200.00 from Parenti inc. Plomberie et Chauffage ("**Parenti**") for work done on the heating system of her property by the latter, which she says was improper and had to be redone by another company. Temporary heaters also had to be purchased.

[2] Mrs. Lis says that Parenti left with her pump when it replaced it with another one. Mrs. Lis says that the initial pump worked well and did not need to be changed. She wants her old pump back.

[3] Parenti denies having left with Mrs. Lis' old pump. It adds that the work was done properly and the only thing that needed to be fixed afterwards was a leaking faucet, which was done by Parenti two days later at no cost to Mrs. Lis. Parenti's employee who repaired this faucet testifies that the system was working fine.

[4] Parenti underlines that Mrs. Lis ordered her bank to stop payment of the cheque she had initially given to Parenti's employee after the first visit. Mrs. Lis admits she paid nothing to Parenti.

ANALYSIS

[5] The testimony of Parenti's employee who fixed the leaking faucet on the second visit was punctuated with details which, four years later, add a lot to its global credibility. This witness remembers the layout of Mrs. Lis' property, the stairs he had to take to get to the heating system, the type of room in which it was installed, the fact that he spoke Arabic with Mrs. Lis, etc.

[6] When presented with pictures filed by Mrs. Lis of an electric box from which loose wires come out, without any hesitation, he says that this is definitely not a compliant installation. However, he adds that not only would he have noticed this for sure had it been there when he responded to the service call, but that he would have fixed it as well.

[7] Conversely, Mrs. Lis testified adamantly that the second visit, by this representative of Parenti, took place on a Sunday, two days after the first visit. However, the first visit, according to her demand letter, was on March 8, 2011, which is a Tuesday...

[8] In addition, the Tribunal notes that Mrs. Lis has not demonstrated that she spent anything to have her heating system fixed by another company. No invoices were produced and no representative of this other company testified at trial.

[9] It was Mrs. Lis' burden to establish that her version of the facts is predominant and outweighs that of Parenti¹. Faced with two contradicting versions, the Tribunal cannot conclude that Mrs. Lis successfully discharged this burden. As to whether the heating system was working or not, the Tribunal finds that the testimony of Parenti's representative is at least as credible as Mrs. Lis'.

FOR THE FOREGOING REASONS, THE TRIBUNAL:

DISMISSES the application;

CONDEMNNS Adela Lis to pay the judicial costs of \$136.00 to Parenti inc. Plomberie et Chauffage.

VINCENZO PIAZZA, J.C.Q.

Date of hearing: June 15, 2015

¹ Civil Code of Québec, s. 2803, 2804.