courtready

Cohen c. Perez, 2025 QCCS 2662

This decision forms part of Courtready.ca's Canadian Deepfake and Disputed Digital Evidence Database, which tracks Canadian court and tribunal decisions where the authenticity of a photo, video, audio recording or text message was disputed or decided. Inclusion in the database does not mean that any evidence in this decision was found to be fake. Courtready.ca obtained this decision from the Canadian Legal Information Institute (CanLII).

FULL DATABASE
https://courtready.ca/deepfake-evidence-in-canadian-courts/

SUPERIOR COURT

2025 QCCS 2662 (CanLII)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No.: 500-17-121895-224

DATE: July 23, 2025

BY THE HONOURABLE MARIE-CLAUDE RIGAUD, J.S.C.

AMANDA COHEN
and
RYAN CRELINSTEN
Plaintiffs
v.

AVRAHAM PEREZ
Defendant

RECTIFIED JUDGMENT**

OVERVIEW

** In virtue of Article 338 of the C.C.P, the present rectified judgment is delivered in order to correct the year 2022 in paragraph [112]. The said and only change has been underlined.

* The trial took place in English. The Parties are anglophones, as were most of the witnesses. For the most part, the proceedings and the minutes of hearing were drafted in English.
La traduction a été demandée. Vu le délai annoncé pour sa livraison, le Tribunal estime que de retarder la signature du présent jugement dans l'attente de la version traduite entraînerait un retard préjudiciable à l'intérêt public ou causerait une injustice ou in inconvénient grave à une des parties au litige. La traduction suivra.

2025 QCCS 2662 (CanLII)

[1] In the summer of 2021, Amanda Cohen and Ryan Crelinsten ("**Purchasers**")[1] offered to purchase from the Vendor, Avraham Perez ("**Vendor**"), their first residence on [...] (the "**Residence**") in Montreal West, for a sale price of $1,300,000, with legal warranty.[2]

[2] The couple was expecting their first child at the time and fell in love with the Residence, which had been entirely and tastefully renovated with high end features.

[3] Purchasers took possession on December 1, 2021, and discovered to their great dismay that many items in the Residence were either damaged or removed and replaced with lower quality items by the Vendor.

[4] A few months after the Purchasers moved in, they also experienced a leak in the vestibule which was caused by a defective roof. This required extensive repair work which was ultimately undertaken by them.

[5] For all these reasons, Purchasers are asking to be awarded the amount of $176,392.00 plus interest and the additional indemnity. They are also seeking damages for trouble and inconvenience in the amount of $10,000, to be split equally between them.

[6] Vendor argues that various items had been excluded from the sale, that others were already damaged when Purchasers visited the Residence, while other items were removed without his knowledge, are still in his possession and can be returned.

[7] As for the alleged defects affecting the roof, Vendor argues that the Purchasers failed to follow their inspector's recommendations and to conduct further investigations following receipt of his report. In his view, none of the alleged defects qualify as being latent.

[8] For reasons outlined below, the Court concludes that many, albeit not all Purchasers' claims must be granted.

THE FACTS

[9] After having viewed a listing via DuProprio's self-listing service,[3] the Purchasers visited the Residence on July 29, 2021, in the presence of the Vendor. They carefully

---

1 When referring to Mr. Crelinsten, reference will be made to Purchaser C.; when referring to Ms. Cohen, reference with be made to Purchaser Co. The use of such abbreviations is for brevity and should not in any way be interpreted as a lack of respect.

2 Exhibit P-1. Vendor had purchased the Residence on November 3, 2017, for $545,000 and had it renovated.

3 Prior listings include exhibit D-37 in 2020 which was allegedly found at trial at $1.349 M after adjustment from $1.5 M. The said listing was later cancelled. Indicated "roof 2019". Plaintiff admits having seen a listing for the Residence for $1.5 M a year before when his brother was looking to buy a house. The second listing is Exhibit D-28. Occupancy date listed as 2021-08-15, with sellers' declaration which was relied upon by Purchasers in this case as evidenced in exhibit P-3. Indicated "completely and tastefully

examined it, opening cabinets and doors, while appreciating the considerable renovations carried out two years earlier and the quality of the materials which had been used.

[10] On August 3, 2021, Purchasers and Vendor signed a promise to purchase (the "**Promise to Purchase**") for the Residence.[4] The latter provided for a down payment of $300,000, which the Parties acknowledge was never paid.

[11] On that day, Vendor remitted to the Purchasers a document entitled Declaration by Vendor, dated March 23, 2021,[5] namely five months before the signing of the Promise to Purchase. The Purchasers learned that the said form was prepared at a time when the Residence was listed by the Vendor with an agent, whose contract had since expired.[6]

[12] There is disagreement between the Parties as to whether a second visit took place between the July 29, 2021, visit and the inspection which took place on August 8. Purchaser C. alleges that he visited the Residence a second time before August 8 with the Purchasers' parents, a fact which is denied by Vendor.

[13] This is relevant to the issue of whether the visit with Purchasers' parents took place then or rather on August 25, date on which Vendor alleges he was not present and date on which he suspects videos of the Residence were taken by Purchasers.

[14] For reasons explained below, the Court finds that the visit with the Purchasers' parents took place before the August 8 inspection and before the relationship between the Parties deteriorated following the August 18 meeting. The Court also finds that no visit took place on August 25 as alleged by Vendor.

[15] On August 8, 2021, Purchasers were present for the pre-purchase inspection of the Residence (the "**Inspection**") by their inspector Mr. Marty Troup (the "**Inspector**").

[16] While Purchasers maintain that the Vendor was only on the premises while the Inspector conducted his inspection outside, and that he left shortly after they entered the Residence, having instructed Purchasers to leave by the garage once they were done with the Inspection, Vendor insists that he was present during the entire Inspection as he would not leave what he called "perfect strangers" who he barely knew alone in his home.

---

renovated". Addendum said: "Italian marble, high ceilings, skylights, regarding office: built-in cupboards and files". DuProprio listing is not available despite efforts by Purchasers and Vendor to find it. Vendor said that the asking price was $1.349 M but that he reduced it to $1.3 M as a gesture to Purchasers he considered as his children. Purchasers said asking price was $1.25 M, but that Vendor insisted on $1.3 M after the first visit. Even though nothing turns on that, it sets the tone to the difficult negotiations that took place between the Parties in the months that followed.

4 Exhibit P-2.

5 Exhibit P-3.

6 The Vendor's Declaration was prepared on the OACIQ standard forms, bearing no. BS 67351, and had been prepared as an annex to a brokerage contract identified as BV-112919, which was not remitted to the Purchasers at the time.

2025 QCCS 2662 (CanLII)

[17] Once again, for reasons outlined in more detail below, the Court finds, on a balance of probabilities, that Vendor was not present during the Inspection and that it was on this day that Purchasers and the Inspector took videos and pictures of the Residence.

[18] If in fact Vendor considered, as he said many times during the hearing, that the Purchasers were "like his children" and that he loved them as such, then it would make more sense that he would have left the Purchasers alone on August 8, and not on August 25, at a time when the relationship between the Parties had already become strained. Vendor's attempt to convince the Court that he would never have left strangers in his home on August 8, but that he did so on August 25, is simply not credible.

[19] During the Inspection, both the Purchasers and their Inspector took pictures and videos of the Residence, as will be explained below,[7] which support their various claims.

[20] On August 9, 2021, the Purchasers received their inspection report[8] (the ("**Inspection Report**").

[21] On the same day, Purchasers called the Vendor and informed him that three issues had surfaced during the Inspection, which they considered required further investigation, namely:

a. the steamer for the master bathroom had been removed;

b. the jets in the bathtub in the master bathroom did not seem to work and

c. there was water damage in the garage stairwell.

[22] Vendor responded that he would not agree to any change in the sale price. He explained that the steamer unit was being repaired, that the bathtub jets did in fact work, and that the water damage visible in the garage was from a leak that had been repaired previously and which did not constitute a problem.

[23] Vendor then asked the Purchasers to summarize these three issues in an email, which they did on August 16, 2021.[9] On the same day, the Purchasers sent the Vendor a letter from their bank confirming they were approved for the required financing.[10]

---

7 Many pictures filed confirm that they were taken on August 8. See Exhibit P-33, tab 1, p. 1; tab 6, p. 2; tab 9, p. 2, 8, 9, 11. This is also corroborated by references in Exhibits P-7 p. 1 and P-9, p. 2. These pictures were not taken on August 25 as alleged by Vendor, a fact which is contradicted by the above and by Purchaser Co.'s testimony she was back to work in Toronto at the time. It is not credible given the serious deterioration in the Parties' relationship that Vendor would have allowed them to visit the Residence alone on August 25.

8 Exhibit P-4.

9 Exhibit P-5.

10 Exhibit P-5.

2025 QCCS 2662 (CanLII)

2025 QCCS 2662 (CanLII)

[24] On that very day, the Vendor called the Purchasers and reiterated he was under no obligation to fix the three items, while reassuring them that the steamer was being repaired and that the bathtub jets worked.

[25] Regarding the water leak in the garage, the Vendor did not object to a further investigation, but indicated that he would not, under any circumstances, accept to lower the purchase price.

[26] On August 18, 2021, Vendor invited Purchasers to the Residence to show them furniture he said he wanted to sell. He also wanted to show them that the bathtub jets were working.

[27] The Parties have a vastly different recollection of what happened during that meeting. For reasons outlined below, the Court considers the Purchasers' version to be more credible.

[28] Upon Purchasers' arrival, Vendor initiated the conversation by telling the Purchasers that they were getting a great house and that he had been advised by an agent that he could get more money for it.

[29] During this conversation, the Vendor advised the Purchasers that he now wanted a $50,000 non-refundable deposit to be remitted to Me Tamar Levy, the instrumenting notary.

[30] Vendor stated that this new requirement was "*non-negotiable*" and that he had been advised that he could "*get out of the sale*" because of the August 16, 2021, email. According to Vendor, this email was an attempt by Purchasers to renegotiate the terms of the Promise to Purchase,[11] which in turn gave him the right to cancel the sale.

[31] Purchasers explained to Vendor that the email had been sent to him at his request, to which the Vendor responded: "*Yes, you fell into my trap*". At trial, Purchasers stated that they believed Vendor was trying to demonstrate their attempt to renegotiate, which he believed he could use to cancel the transaction.

[32] Purchasers showed the Vendor a copy of the Promise to Purchase which clearly states that no deposit was to be provided as a condition of the sale,[12] to which the Vendor replied that "*it doesn't matter*". Vendor reiterated that if he did not get the deposit, he would list the Residence with the agent.

[33] According to the Purchasers, the conversation then turned to the furniture. Vendor told them that if they wanted the white sideboard type cabinet located in the dining area, as well as the cabinet "*downstairs*" (by which he was referring to a built-in cabinet located

---

11 Exhibit P-2.
12 Exhibit P-2, par. 3.3.

in the living room) and "*the one in the office*", the Purchasers would need to pay an additional $10,000 on the sale price.[13]

[34] Purchasers explained that the sideboard cabinet was built in place, attached to the Residence and therefore an immovable by attachment that should not be removed from the Residence.

[35] Regarding the built-in wall unit in the living room, Purchasers' view was and remains that this was so clearly built-in place and immovable by attachment that the Parties did not discuss it further.

[36] As for the cabinets in the office, the Purchasers took the same view.

[37] The conversation escalated when the Purchasers explained that they were under no obligation to put down a deposit. They nonetheless mentioned that they would be open to discussing it if Vendor was willing to be more reasonable regarding the steamer, the water damage, and stopped threatening to remove cabinets and built-in shelving.

[38] The Vendor refused any further discussion on the grounds proposed, demanding the $50,000 deposit or "*the deal was off*", following which the meeting ended, and the Purchasers left the Residence.

[39] Purchaser C. explained that the couple left the meeting very concerned. They immediately called his brother, who is a lawyer, to find out whether a Vendor could act in such a fashion. The Purchasers were going back to Toronto that very week and were concerned that the deal was no longer in place.

[40] The following morning, Vendor replied to the August 16, 2021, email confirming he would not reduce the sale price or consider himself bound to repair the three issues raised. Her reiterated his threat to cancel the sale if he did not receive confirmation that same day that the $50,000 non-refundable deposit would be remitted to the instrumenting notary by August 24, 2021.[14]

[41] Purchasers responded a few hours later by saying that they understood that Vendor rejected the proposed addendum regarding the issues discovered during the Inspection, but that they would nevertheless proceed with the purchase.[15]

---

13 Regarding the sideboard cabinet and Vendor's claim that this was a piece of furniture separate from the Residence, the Purchasers pointed out to him that the baseboard was extended around the cabinet in a flush mounting, that the cabinet was affixed to the wall, and that there was even a heating vent built-in to the front of the baseboard to allow air circulation. Additionally, the sideboard's top was in the same quartz material as the island in the kitchen, the lower kitchen cabinets and the bar, all of which were also immovable by attachment.

14 Exhibit P-6.

15 Exhibit P-6.

2025 QCCS 2662 (CanLII)

[42] The Purchasers also asked notary Levy to phone the Vendor to explain that he was bound by the Promise to Purchase.

[43] Notary Levy spoke to the Purchasers after her call with the Vendor and relayed that the latter was adamant about the $50,000 deposit and did not care that he was bound by the Promise to Purchase, saying "*so let them sue me*". Vendor in fact sent another email threatening to cancel the sale.[16]

[44] On August 20, 2021, the Vendor emailed the Purchasers indicating that having spoken with a notary at DuProprio, he was now aware that he was bound to respect the Promise to Purchase stating "*it will be respect by me to the point* (sic)".

[45] Vendor demanded that the Purchasers sign the Notice of Fulfillment of Conditions which he had attached to his email within twenty-four hours.[17]

[46] On August 23, 2021, Purchasers returned the signed document, and reminded the Vendor of the following:

> "*In the 'Offer of Purchase' it states that the property shall be delivered in the same condition as per the Buyer's last visit (#5.2). We have reviewed the videos and photos that we took of your house with our lawyer and it is clear that the cabinet in the kitchen (in front of the window) as well as your closet (master bedroom) and the white cabinets in the bedroom annex that you are using as an office are considered immovables. None of these items were listed as exclusions in #7.5. All immovables are considered as part of the house and we expect them there on December 1, 2021".*[18]

[47] The August 23, 2021 email makes specific reference to the kitchen cabinet, to a built-in bedroom closet in the master bedroom, as well as to white cabinets in the annex (referred to as the office), and puts the Vendor on notice that these items were, according to the Purchasers, included in the Promise to Purchase and should therefore not be removed from the Residence prior to the sale.

[48] This email also demonstrates that by August 23, Vendor is already aware that Purchasers had taken pictures and videos during previous visits.

[49] The said email also corroborates Purchasers' contention that pictures and videos were taken during the Inspection on August 8, and not on August 25, as Vendor alleged. As explained above, the August 25 visit did not take place. Purchasers were back in Toronto after the August 18 meeting so that Purchaser Co. could resume work.

[50] More importantly, the said email suggests that Vendor's testimony was false, either because Vendor has a bad memory or because he was trying to mislead the Court into

---

16 Exhibit P-6, email of 12:08.
17 Exhibit P-7.
18 Exhibit P-8.

2025 QCCS 2662 (CanLII)

thinking that he was present during the entire Inspection and that therefore no video could have been taken that day.

[51] The videos submitted into the Court record indicate that they were taken on August 8. The Court does not believe, as was suggested by Defendant's desperate attempt to convince the Court otherwise, that the dates when the videos were taken was somehow modified by Purchasers.

[52] On August 24 and 25, 2021, the Vendor sent emails acknowledging receipt of the Amendments and Notice of Fulfillment of Conditions and referring to "furniture" that he had offered to sell the Purchasers and that he was intent on taking with him given Purchasers' refusal to buy them.[19]

[53] On August 25, 2021, the Purchasers replied and reiterated that the sale was with legal warranty and that it must include all immovables, including the cabinetry referred to above.[20]

[54] In the days that followed, Vendor sent a litany of troubling and often contradictory emails. While he stated during his examination that he had sent these emails because he was concerned Purchasers would try to back out of the sale, the evidence simply does not support such contention. To the contrary, it was rather the Vendor that threatened to repeatedly cancel the sale because he was hoping to get out of the transaction or to make more money in the process.[21]

[55] On August 26, 2021, the Vendor emailed the Purchasers and stated that he did not think the Purchasers were "serious" about acquiring the Residence. He declared that "*I hereby cancel the sale of the house to you*" and added "*This house was probably not for you and would not bring you luck as a young couple*".[22]

[56] During the following days, Vendor continued to send emails, many addressed only to Purchaser Co. who was five months pregnant at the time, alluding to the "*bad luck*" that the house would bring to the couple and their unborn child and generally trying to discourage the Purchasers from buying it.[23] This was a source of great stress for the Purchasers.

[57] On September 2, 2021, Purchasers' mortgage broker wrote to advise them that the Vendor had called him to enquire about their financing and that he had confirmed they were fully approved.

---

19 Exhibit P-9.
20 Exhibit P-9, email of 18:11.
21 Exhibits P-10, 11, 12 and 14.
22 Exhibit P-9, email of 8:16 PM.
23 Exhibit P-10.

2025 QCCS 2662 (CanLII)

[58] On September 3, 2021, Vendor again wrote directly to Purchaser Co. now claiming that he was afraid of being sued by the Purchasers after the sale and that "*I am replacing any things that are broken or malfunctioning in the house. Like that you get everything in working order*." He did not specify what specific items needed repair or replacement.[24]

[59] Vendor also referred to the upstairs bathroom steamer as being excluded, while just a few weeks earlier, he had stated that it was being repaired.[25]

[60] On September 14, 2021, the Vendor again wrote to Purchaser Co. directly and stated that he was afraid of being taken to Court and that the house "*[w]ill not bring you luck*", and that he is cancelling the sale.[26]

[61] A few hours later, in his second email of September 14, Vendor again reiterated:

> "I'm unequivocally information (sic) you that I'll stay living in this house and I am not selling the house. This house will never be good for you and your new baby. It started with best wishes on my part and ends with a suggestion that this house will not bring you luck. I'm not selling the house".[27]

[62] On September 26, 2021, Vendor wrote to notary Levy, asking to add clauses to the Deed of Sale that were not included in the Promise to Purchase.[28]

[63] Vendor also demanded to have the Purchasers pay a down payment of $300,000 but without specifying how and when this sum is expected.[29]

[64] From October 1 through the 6, the Vendor wrote to the Purchasers on several occasions to complain that they were allegedly not responding to the demands made in his email to notary Levy on September 26, 2021, and threatening to cancel the sale.[30]

[65] On October 5, 2021, Purchasers responded to the Vendor confirming once again that the Purchasers intended to adhere to the terms of the Promise to Purchase.[31]

[66] The following day, Vendor, wrote claiming the sale was off and that "*We are not set for closing on Dec. 1, 2021*".

[67] The same email also contained various statements about discussions between the Parties,[32] which forced Purchasers to formulate a detailed response regarding the

---

24 Exhibit P-11.
25 Exhibit P-11.
26 Exhibit P-12.
27 Exhibit P-12.
28 Exhibit P-13.
29 Exhibit P-13.
30 Exhibit P-14.
31 Exhibit P-14.
32 Email of 9:01 AM, exhibit P-14.

2025 QCCS 2662 (CanLII)

sideboard cabinet[33] and suggest that their respective legal counsel speak. This prompted Vendor to again allege that the Purchasers were "*forcing him to cancel the sale for a furniture*".[34]

[68] On October 12, 2021, the Vendor sent an email to notary Levy asking her to add twelve new items as "*vendor declarations*" in the Deed of Sale,[35] many of which ended up being contrary to the statements made in the initial Vendor's declaration.

[69] On October 19, 2021, the Vendor sent an email to notary Levy, with pictures of the white sideboard cabinet in some level of disassembly and pulled slightly away from the wall.[36]

[70] On October 21, 2021, faced with the Vendor's disproportionate fixation on the kitchen sideboard cabinet, the Purchasers decided to confirm that they accepted the kitchen cabinet would be excluded from the sale.

[71] On the same day, Me Concister forwarded a formal notice to the Vendor of Purchasers' intent to proceed with the sale in accordance with the Promise to Purchase.[37]

[72] On October 22, 2021, the Vendor replied to Me Concister indicating that he did not intend to cancel the sale or make changes to the Promise to Purchase. He rather blamed the Purchasers for trying to include the cabinetry.[38]

[73] On October 22, 2021, the Purchasers again confirmed the exclusion of the white sideboard cabinet from the sale.[39]

[74] On November 1, 2021, the Vendor emailed Me Concister stating he had not received any reply to his October 22 email, and alleging "*It is clear to me that your client agrees with all the points I have mentioned in my emails to him. Non-response to my emails is accepted as consent*".[40]

[75] On November 3, 2021, Me Concister replied to the Vendor reiterating that the Purchasers were grateful to the Vendor for having disclosed recent repair work and confirming that they were looking forward to proceeding with the closing on December 1, 2021.[41]

---

33 Email of 11:04 AM, exhibit P-14.
34 Email of 12:17 PM, exhibit P-14.
35 Exhibit P-15.
36 Exhibit P-16.
37 Exhibit P-18.
38 Exhibit P-19.
39 Exhibit P-20.
40 Exhibit P-21.
41 Exhibit P-21.

2025 QCCS 2662 (CanLII)

[76] On November 16, 2021, notary Levy sent the draft Deed of Sale to the Parties.[42]

[77] On November 23, 2021, some eight (8) days before the scheduled closing, as the Purchasers were busy moving their belongings from Toronto, Vendor sent the Purchasers and their counsel pictures and a video of the master bathroom.[43]

[78] The email states "*from today, Nov 23/2021 you will be receiving video and pictures of the house for your approval. All this is done because of my fear of a lawsuit against me from the Purchasers*".[44]

[79] From the pictures, the Purchasers were able to observe that the electronic bidet toilet in the master bedroom had been removed since the day of the Inspection and replaced with an inferior quality toilet.

[80] On November 25, 2021, less than a week before the closing, Me Concister addressed a formal notice to the Vendor by bailiff[45], which outlines the following:

> "*You have recently sent to the purchasers, pictures, videos, and emails of the Residence, as well as declarations of additional alleged defects in the Residence, none of which were described in the offer to purchase and vendor's declarations that you have duly signed. We note that you have agreed to sell the Residence subject to the terms of those documents, and the purchasers have fully satisfied the conditions in connection with that agreement to sell*."

[81] The formal notice specifically addresses the removal of the electronic toilet, reminds the Vendor that there were no exclusions in section 7.5 of the Promise to Purchase and puts the Vendor on notice in the following terms:

> "*that you are expected to deliver the Residence in the same state as it was when the purchasers' last visit occurred, as per section 5.2 of the offer to purchase*
>
> (…)
>
> *The purchasers expect that you will fulfill your obligations under the offer to purchase, and in addition to the plumbing fixture described above, you will replace any other parts of the Residence that have been removed or damaged since the Inspection. The one exception to this demand is the previously agreed white cabinet below the front window about which you and the purchasers have corresponded extensively. My clients will defend their rights aggressively and will undertake appropriate legal action in respect of any damage or change to the Residence since the Inspection*."

---

42 Exhibit P-22.
43 Exhibit P-23.
44 Exhibit P-23.
45 Exhibit P-24.

2025 QCCS 2662 (CanLII)

[82] Interestingly, the bailiff's report noted that a "Groupe de Renovation" was on site, suggesting the Vendor was continuing to conduct work on the Residence in the days prior to the sale.

[83] On November 26, 2021, the Vendor replied to Me Concister's letter of demand,[46] stating that the videos and pictures he was sending were "*expressly to make your clients aware of the state of my home prior to purchasing in order to avoid legal issues after the signing of the deed of sale*".[47]

[84] In this email, the Vendor invited the Purchasers to visit the Residence on November 30 at 8 PM, stating to the Purchasers that "*if they are not pleased with the visit, they can always back down from the purchase, and I will not hold them liable to any penalty nor damages*".[48]

[85] Vendor also tried justifying having had to replace the bidet toilet with a standard one, claiming that he had advised the Purchasers that the toilet was not working properly, a fact which Purchasers deny. He also claims that he wanted to replace the electronic toilet with a model of "similar design", but that there was nothing in stock and delivery would take between six and eight months.[49]

[86] On November 29, 2021, the Vendor sent the Purchasers an email purporting to disclose a number of deficiencies in the Residence, which he dubiously claims were "*new to me and were not known when I did my declaration*", and again inviting the Purchasers to visit the Residence before the closing and offering them to back out of the sale.[50] Even though the Purchasers were concerned, they were advised by their legal counsel that nothing could be done until they took possession of the Residence.

[87] On that same day, Me Concister sent yet another letter to the Vendor advising him that the Purchasers could not visit the Residence before the closing on December 1, 2021, and that they intended to proceed with the sale.[51] Despite having been so advised, Vendor sent six additional emails with pictures of the Residence that day.[52]

[88] On November 30, 2021, the Vendor sent an additional thirteen emails with pictures of the Residence labelling them "*for your approval*".[53]

[89] On December 1, 2021, the Vendor and Purchasers were present at notary Levy's office for the closing. Before agreeing to sign the Deed of Sale, the Vendor requested

---

46 Exhibit P-24.
47 Exhibit P-25.
48 Exhibit P-25.
49 Exhibit P-25.
50 Exhibit P-27.
51 Exhibit P-28.
52 Exhibit P-29.
53 Exhibit P-30.

2025 QCCS 2662 (CanLII)

confirmation from the Purchasers that they had received all the pictures forwarded in the previous days, a confirmation which Purchasers provided.

[90] At no time during the December 1, 2021, meeting at notary Levys' office did any negotiations or discussions take place about items that may have been removed from or downgraded in the Residence.

[91] The Purchasers took possession of the Residence on December 1, 2021.

[92] Purchaser C. testified that the couple decided to video record their initial entry into the Residence. The Purchasers walked through the home following the same path as during the Inspection and tried to document the state of the Residence as best they could. Purchaser C. remembers opening the bedroom closet. They noticed the humidifier was gone; this was important as Purchaser Co. was pregnant. They took as many pictures as possible. Purchaser C. later explained that they also discovered other items and issues in the days that followed.[54]

Deficiencies discovered after taking possession of the Residence

[93] Following their taking possession of the Residence, the Purchasers were shocked to discover the extent of the items that had either been removed (with or without replacement) or replaced with items of lesser quality. Certain items were now damaged.

[94] Indeed, Purchasers were disappointed to discover that the Vendor had removed cabinets in the upstairs office and built-in shelving in the living room.

[95] Purchasers were also shocked to discover that the Vendor had removed and/or replaced an extensive variety of other essential components of the Residence with no prior mention to the Purchasers.

[96] Purchasers were able to identify which elements had been removed or replaced based upon the extensive videos and photos they had taken during the Inspection and to then compile an inventory of the missing or replaced elements, as well as the costs of replacing them.[55]

[97] For example, the Vendor simply disconnected and walked away with the electronic furnace's humidifier modules for which the Purchasers were required to pay a sum of $3,500 plus taxes and electrician's fees to have reinstalled.

[98] Vendor removed kitchen's cutlery drawers and inserts, as well as the garage heater. Dimmer switches and wall receptacles with USB chargers, both with high quality

---

54 Certain items needed to be immediately addressed: heaters as we were in December; humidifier for pregnancy; they needed a doorbell.

55 Exhibit P-31, the inventory. The following items from the inventory were removed and replaced with lesser quality items: items 1, 2, 6, 7 through 13, 15, 16.

2025 QCCS 2662 (CanLII)

face plates were replaced by low quality non-dimming switches. High-end wall mounted space heaters were also replaced with lesser quality models.

[99] Other items, such as the bedroom closets with retractable hanging bars and high-end hardware were damaged by the removal or attempted removal of components or by unexplained interventions prior to December 1.

[100] Purchasers also allege that three days after moving in, they noticed a large crack on the hearth surrounding the fireplace, which was not present at the Inspection. They believe the crack to have possibly been caused by Vendor's attempts, prior to December 1st, to remove the actual fireplace system which the Parties referred to as the insert.

[101] On February 18, 2022, the Vendor was placed on notice of Purchasers' claims.[56]

[102] On April 6, 2022, Vendor's counsel forwarded a letter denying responsibility and claiming the damages sought were exaggerated.[57]

[103] Purchasers instituted the claim on or about May 19, 2022, before the Quebec Court. The file was later transferred to the Superior Court because of Purchasers' additional claims for latent defects regarding the roof which are set out below.

[104] Purchasers evaluate their total damages resulting from the costs of replacing or repairing the items listed in the inventory at $105,229.00, taxes included, with interest at the legal rate and additional indemnity as of the date of service of this application, namely May 25, 2022.

[105] To this amount the Purchasers are claiming an additional sum of $10,000 ($5,000 for each Plaintiff) for the trouble and inconvenience they both suffered.

Latent defects affecting the roofs of the Residence discovered after the filing of Purchasers' claim[58]

[106] After instituting their original claim, Purchasers subsequently discovered several latent defects affecting the roof sections of the Residence, the existence of which pre-existed the sale and were the result of improper work conducted according to them during the 2019 renovations.[59]

---

56 Exhibit P-32.

57 Exhibit P-34.

58 In the inspection report, Troup based on a visual inspection, indicated that the roof ventilation was adequate and appeared to be in good condition, including aluminum flashings. The observations he made regarding the shingles were a recommendation for maintenance (nail heads had to be patched with caulk). His work does not involve taking apart ventilators (maxiflo type). He was not shown access trap to the attic, which was hidden by built-in cabinetry, which he of course had no obligation to move to gain access.

59 See Exhibit P-36 videos.

2025 QCCS 2662 (CanLII)

2025 QCCS 2662 (CanLII)

[107] On April 19, 2022, there was a water infiltration in the vestibule of the Residence. Purchasers advised Vendor on the very same day and placed him on notice to inspect the situation.[60]

[108] Purchasers also asked that Vendor provide them with the name of the roofing company that had redone the roof in 2019, so that they could seek repairs under the warranty of the installer directly. Vendor told them to call Yossi Ollo as he was in Israel until May 9.

[109] After placing Vendor on notice, Purchasers contacted Mr. Ollo who was the general contractor that had overseen the renovations in 2019.

[110] On April 20, 2022, Mr. Ollo visited the property and after advising Purchasers he was not a roofer, he recommended that they contact Toiture Synergy inc. ("**Synergy**"). At this point, there is no confirmation that Vendor would either oversee or take charge of the work and/or call Mr. Ollo in warranty.

[111] Two days later, Vendor indicated "wish you the best to fix the problem".[61]

[112] After having formally put Vendor on notice on May 20, 2022,[62] even though Purchasers could have started the work on the roof earlier, they decided to go ahead with Synergy and to follow their timeline. By that date, Vendor's general contractor had seen the roof, and more than a month had passed since being informed of the problems.

[113] The original scope of the work envisaged at that time was simply for the roofing shingles and underlying membrane to be replaced.[63]

[114] Following this notice, Vendor was given multiple opportunities to have his own expert attend the Residence and determine the scope of the repairs for himself, which he failed to do.[64]

[115] On June 6, 2022, Purchasers were advised by Synergy that the work would be proceeding on June 8, 2022, as their team had become available.

[116] Vendor was clearly advised that Synergy would begin the work first thing in the morning on June 8. Purchasers even offered to allow Vendor's expert to inspect the roof the night before if he so chose.[65]

---

60 Exhibit P-35.
61 See Exhibit P-36, April 22.
62 Exhibit P-36. See Devis 885.
63 See Devis 885 in exhibit P-36.
64 Exhibit P-37. See correspondence between Purchasers' counsel and Vendor.
65 Exhibit P-37.

[117] On June 7, 2022, Vendor's prior counsel ceased representing him. Vendor communicated directly with Purchasers and planned for his roofer to be present on the morning of June 8, 2022.[66]

[118] On the morning of June 8, 2022, Synergy began its work and quickly began uncovering additional defects affecting the roof, which were not limited to the replacement of the shingles and membrane as initially anticipated, but also included defects of a structural nature affecting the roof, vents, insulation, soffits, skylights and flashing of the entire main portion of the roof.

[119] Also, on June 8, 2022, Vendor's roofer, Mr. Kevin Gougeon, arrived onsite after 9:00 AM, after Synergy's work had begun and while the shingles on the main roof were in the course of being removed.

[120] Mr. Gougeon left the site, just after 10:00 AM, even though additional exploratory work was ongoing and additional defects were being discovered by Synergy. Throughout the course of the day on June 8, 2022, Synergy discovered a series of additional latent defects that affected not only the construction of the main portion of the roof covered with shingles, but also other sections of the roof, and which expanded the scope of the repair work required.

[121] Mr. Fontaine of Synergy testified at the hearing about the various defects affecting the roof, including the fact that the ventilators were blocked,[67] that air flow from the soffits was blocked on the one side by wool insulation, on the other by spray foam insulation. After inspecting the ridge vent on the lower roof, he discovered that the airflow was blocked together with various other deficiencies,[68] including improperly built corniches which in his opinion present a real danger of deforming and collapsing.

[122] On June 9, 2022, Purchasers' counsel sent an updated *mise en demeure* to Vendor's new counsel so that his expert could return to the site and observe the additional defects found by Synergy after Mr. Gougeon's departure.[69] A revised estimate was also sent that day.[70]

[123] Despite being given this opportunity, Vendor did not arrange for such visit, preferring to have his counsel state that he had not received adequate advance notice.[71]

---

66 Exhibit P-38.
67 Exhibit P-42, p. 4.
68 Exhibits P-42 and P-50. The most probable cause of infiltration of the vestibule is described as deficient drainage at the junction of the balcony and lower roof.
69 Exhibit P-39.
70 Exhibit P-39, Devis 982.
71 Exhibit P-40.

2025 QCCS 2662 (CanLII)

2025 QCCS 2662 (CanLII)

[124] The roof work continued from June 8 to June 10, 2022.[72] The new quote that was ultimately prepared (Devis 906) explains that the defects discovered were not made apparent until such time as the work began to remove the shingles, whereas other defects affecting the adjacent portions of roof of the Residence became apparent when elements of aluminium flashing were opened.

[125] For all these reasons, the Purchasers are asking for the costs of the repair work undertaken on the roof to be reimbursed to them, namely **$71,163** plus taxes.

THE ISSUES

[126] The Court will first examine Purchasers' various claims (nineteen in total) for which they are seeking a price reduction.

[127] The Court will then examine the Purchasers' claim for latent defects and more specifically determine:

1. Was the roof affected by latent defects?

2. Was proper notice of such given to Vendor?

3. What damages, if any, are owed to Purchasers?

ANALYSIS

[128] The Court will first address the various claims as set out in the Purchasers' inventory.[73]

[129] Before doing so, the Court must consider the applicable legal principles.

[130] Articles 1716 to 1718 C.C.Q. provide as follows:

> **1716.** The seller is bound to deliver the property and to warrant the ownership and quality of the property.
>
> These warrantied exist by operation of law, whether or not they are stipulated in the contract of sale.
>
> **1717**. The obligation to deliver the property is fulfilled when the seller puts the buyer in possession of the property or consents to his taking possession of it and all hindrances are removed.

---

[72] This work is not included in the Purchasers' claim before this Court. An additional amount of $13,900 for the replacement of the existing wood panel siding, located beside the shingles of the roof and around the Residence was paid. The Purchasers consider this additional work to be an improvement on the Residence and they are therefore not claiming its reimbursement.

[73] Exhibit P-33, as amended in exhibit P-53.

> **1718**. The seller is bound to deliver the property in the condition it is in at the time of the sale, with all its accessories.

[131] By virtue of these two articles, the Vendor is under an obligation to deliver the Residence in the state and condition in which it was following the July 29, 2021, visit and the signing of the Promise to Purchase on August 3, 2021. The Vendor had to:

> « Le vendeur doit mettre le bien à la disposition de l'acheteur afin qu'il puisse en tirer tous les avantages légitimes d'un propriétaire, tel qu'ils sont constatés lors de la visite préalable, de manière à pouvoir en tirer la jouissance à laquelle il peut légitimement s'attendre. »[74]

[132] The said obligation to deliver the property is one result.[75]

[133] In cases such as this one where the sale was preceded by a promise to purchase, the vendor must deliver the property in the condition it was at the time of its signing.[76]

[134] Failure to deliver the property in conformity with what has been agreed entitles a buyer to ask for a price reduction corresponding to the value of the property not received.[77]

[135] In cases where the Court must assess the damages, the difficulties involved in this process do not constitute grounds for not allocating compensatory damages. In such cases the Court must perform the delicate exercise of arbitrating the probable value of the prejudice.[78]

[136] Before addressing the various claims, the Court must also consider the credibility of the witnesses.

Credibility

[137] Vendor's testimony was not credible and was filled with contradictions. For example, he tried to convince the Court that he had attended the full Inspection on August 8 as he could not trust the Purchasers who he did not know. Yet, less than two weeks after the said Inspection, at a time when the Parties' relationship was already strained, he

---

74 *Di Minni* c. *Bergevin*, 2024 QCCQ 1293, par. 23.
75 *Compagnie Northland Corporation* c. *Billots Select 2000*, s.e.n.c., 2007 QCCA 51, par. 44.
76 In this case, clause 5.2 of the Promise to Purchase provides under the heading Delivery that unless otherwise indicated in paragraph 8, the Property shall be delivered upon the sale, in the same condition in which it was during the Buyer's last visit, which in this case was July 29, followed by the August 8 Inspection.
77 Article 1604 C.C.Q.; *Di Minni* c. *Bergevin*, 2024 QCCQ 1293, par. 20.
78 *Société du Parc des Iles* c. *Renaud*, 2004, CanLII 25747 (QCCA) par. 26; *Richer* c. *Distribution de piscines futuristes limitée*, 2024 QCCQ 3221, par. 28.

2025 QCCS 2662 (CanLII)

tries to convince the Court that he left them alone, at a meeting which never took place, as they were “like my children.”

[138] Vendor also made various attempts during the hearing to try and convince the Court of his narrative. For example, he alleged that Purchasers manipulated the videos and changed the dates of when they were filmed. He also suggested that Purchasers drilled holes in otherwise impeccable wooden floors, as well as inside their bedroom closet and left saw dust to buttress their claims. He even alleged that they presented false evidence regarding, for example, high-end pull-down bars and hardware which were never in his closet.

[139] Given the history of the file explained above, the extensive contemporaneous communications exchanged between the Parties, the often factually unsupported explanations provided by Vendor, and the dubious nature of the allegations he advanced during the trial, the Court finds that Vendor’s explanations lack credulity, and he lacks credibility.

[140] Purchaser C. also had documented the history of the file with a great amount of detail and accuracy.

[141] Purchaser Co.’s testimony was equally credible and reliable. She was very convincing on the issue of the alleged August 25 meeting which did not take place.

[142] It is obvious that the Purchasers expended considerable time and effort, in a contemporaneous fashion, to document the various incidents and discussions with Vendor. The file is particularly well documented.

[143] The Purchasers also demonstrated their diligence by taking various pictures and videos to record every step of what turned out to be a very arduous timeline. This was also very useful to the Court in reviewing the evidence in this case and in corroborating the Purchasers’ testimonies.

[144] For all these reasons, the Court finds that Purchasers’ testimonies were both credible and reliable.

1. FIRST ISSUE IN DISPUTE

[145] According to the Purchasers, Vendor made three types of changes to the Residence: (i) he removed certain items outright; (ii) he removed certain others and replaced them with items of lesser quality; (iii) he damaged certain goods prior to the Purchasers taking possession on December 1, 2021. It should be said that Vendor admitted to some of these claims for which he is only contesting the amount of the reduction claimed.

[146] As a general observation, it is hard to understand why the Vendor behaved in the way he did; it was perhaps because, in his mind, he thought he had given the Purchasers

2025 QCCS 2662 (CanLII)

an amazing deal and that he was therefore justified in recuperating some money. It should also be recalled that as Vendor was selling the Residence, he was moving into a 1.4 M house on Île-Cadieux and probably would have been interested in recuperating some high-end components for his new place of abode.

[147] What the Vendor failed to consider is that good faith must form part of every contract under Quebec law.[79]

[148] The Court will examine each of Purchasers' claims separately. Before doing so, the Court will consider two distinct legal concepts.

[149] When it comes to real estate transactions more specifically, Parties will typically spell out in their contractual documents what items are included in the sale. If a dispute arises, the Court will have to ask itself, *inter alia* and pursuant to article 1718 C.C.Q., whether a particular item is an "accessory" of the sale. In determining the accessory nature of a given item, the Court must consider whether it completes the item or allows its use and whether the movable property has been rendered part of the immovable.[80]

[150] Case law and doctrine also state that a vendor must, unless it is expressly stipulated otherwise, deliver any property that is immovable by attachment.[81]

[151] Movables may become immovables through two distinct processes: incorporation and attachment.

[152] Through incorporation contemplated in article 901 C.C.Q., the movable loses its individuality. Bricks, plumbing, drywall, are telling examples.

[153] Through attachment, the movable is permanently physically attached, while retaining its individuality.[82] This process is provided for in article 903 C.C.Q.

[154] By "permanently", one should not think necessarily of "forever" but rather as for an indefinite period, and not temporarily or in passing.[83] Examples include cabinets and fireplace.[84]

[155] Physically attached is considered a weaker form of integration than incorporation as it allows the component to be changed at the end of its useful life.

---

79 Article 1375 C.c.Q.

80 *English-Parent* c. *Rousseau*, 2009 QCCQ 1096 (CanLII), par. 16-20.

81 Pierre-*Gabriel* JOBIN et Michelle CUMYN, *La vente,* 4e éd., 2017., par. 105.

82 *English-Parent* c. *Rousseau*, 2009 QCCQ 1096 (CanLII), par. 28-29. Voir aussi Denys-Claude LAMONTAGNE, *Les biens corporels et incorporels, meubles et immeubles, Biens et propriété*, 8 éd. par. 65- 67.

83 *Ross* c. *Dupont*, 2004 CanLII 5694 (QCCQ), par. 4. Denys-Claude LAMONTAGNE, *Les biens* corporels *et incorporels, meubles et immeubles, Biens et propriété*, 8 éd. par. 74.

84 *Simard* c. *Lefebvre*, 2018 QCCQ 1111 (CanLII), par. 32.

2025 QCCS 2662 (CanLII)

2025 QCCS 2662 (CanLII)

(i) Smart Bidet Toilet

[156] A toilet is an immovable by attachment.

[157] The smart bidet toilet in question was installed in 2019, which marks the beginning of its useful life, and both Purchasers confirm that it was working at the time of the July 29, 2021, visit.

[158] Vendor went ahead and replaced the bidet with a standard toilet and advised Purchasers.[85] Why, if the bidet was not functioning as he alleged, did Vendor choose to remove it instead of leaving it behind and have it replaced or repaired?

[159] The fact that the Purchasers did not answer the email regarding the bidet a mere five days before they were scheduled to take possession and in the particular context of the Parties' relationship, can not be interpreted to mean that they were in agreement with Vendor's decision to proceed with the replacement of the bidet with a lower quality model that did not have the features of the original one. The fact that the same model was only available in six to eight months is not an excuse either for Vendor's refusal to reimburse the cost of replacing the one that was removed.

[160] The quote submitted by Purchasers is consistent with the pictures of the bidet taken by Purchasers. The Court believes their testimony regarding the features it had, including the remote functions, which justify its costs.

[161] The Court believes Purchasers' testimony that they identified a middle range model with similar features at the cost of $2,125.00. In Annex 2, Vendor recognized that if held responsible for this item, such amount would be owed.

[162] The claim for $2,443.22 (with taxes) is granted.

(ii) Simplex Keyless Lock

[163] This is an immovable by attachment.

[164] There is no valid reason why this item was removed. The Purchasers submitted pictures of the Inspection Report and pictures taken on the day of the Inspection showing the lock.

[165] Vendor still has the item in his possession after four years. It is not clear why. Vendor claims that he was advised by his previous counsel not to return it to the Purchasers, along with other items, due to the ongoing litigation.

---

[85] November 26 email, in Exhibit P-25.

[166] The Court will order for its return and that of the garburator, the blinds' remotes, smart doorbell, the address number and the mailbox that were improperly removed and/or replaced for whatever reason.

(iii) Fridge

[167] This is the only claim for a movable. It does not concern the kitchen fridge, but rather a second fridge in the family room.

[168] The Promise to Purchase specified that all appliances were included. There were no exclusions concerning appliances. The Court does not believe that the Vendor, as he claimed, had informed Purchasers that this fridge was not included in the sale.

[169] It should be noted that exhibit D-28, which is the most recent agent's listing, a copy of which was never provided to the Purchasers, does provide an express exclusion for this fridge. This exclusion was not replicated in the Promise to Purchase. Even if the Court were to believe that this was, as Vendor claimed, an error on his part, this error cannot be held against the Purchasers who included all appliances in their contractual documents.

[170] The Purchasers proposed a replacement fridge by measuring the size and choosing a mid range model for $995.00.

[171] Vendor's claim that Purchasers submitted no evidence establishing brand, model, year, or actual value and that the claim is speculative is contradicted by Vendor's own evidence which suggests that a replacement model is available from Costco at $891.99.

[172] The claim for $1,144.00 (with taxes) is granted.

(iv) Doorstops

[173] This is clearly an immovable by attachment or an accessory.

[174] Purchasers claim that pictures taken on the day of the Inspection reveal that holes were left on the floor after various doorstops were taken-out.

[175] Although the value claimed amounts to a mere $195.00, this example reveals the pettiness of Vendor's position in this claim, who maintained during the trial that he had no idea his workers removed them. Having recognized that this is what happened, Vendor nevertheless spent time trying to establish that the amount sought for their replacement was not justified. The cost of his lawyer's time to search for a suitable replacement was certainly higher than the $195.00 claimed. He says he is willing to pay $28.75 if found liable.

[176] This claim, albeit singular, is telling for at least two reasons.

2025 QCCS 2662 (CanLII)

2025 QCCS 2662 (CanLII)

[177] First, it illustrates that this dispute was one where emotions took over reason. The Court does not believe Vendor when he says that he had no idea that the workers were removing all these items from the Residence. He claimed at trial that he had bad back ache at the time and that he was not present when the workers were removing these items. He also claimed he was in Israel visiting his mother. It was difficult for the Court to know what, if anything, should be believed.

[178] What the evidence demonstrated, as did Vendor's testimony at trial, including his outbursts of anger, was that he was upset with the Purchasers, that he somehow felt he was caught in a transaction he was desperate to get out of to try to make more money and that he was willing to use various stratagems to do so. What became apparent to the Court was that this sale had become much more than a monetary transaction; it had become personal.

[179] Second, this claim for doorstops corroborates the strong likelihood, on a balance of probabilities, that many other items were indeed removed by Vendor, including for example the cabinets, the heaters, the dimmers and receptacles, the clothing rods to only name a few.

[180] The Court believes that Vendor was fully aware that such items were being removed. Had he not given instructions to his workers to proceed in this way, one would have expected him to immediately return the items to the Purchasers, to apologize and to explain that there had been a misunderstanding. He did not do so. The fact that he held on to such items until the day of the trial is simply irreconcilable with Vendor's allegation that he had no idea what the workers were doing.

[181] Purchasers have filed evidence of what it would cost to replace the items namely $38.99 for each of the five stoppers.

[182] The claim for $224.00 (with taxes) is granted.

(v) Kitchen garburator

[183] Vendor argues that his workmen disconnected the garburator and that he did not know about it. Once again, the Court does not believe him.

[184] Vendor says he still has the item four years later and that it has never been used since. He explains that he wanted to present it to the Court but was not allowed to pass through the Court's security with it. He is willing to give it back to Purchasers.

[185] As intent as Vendor might have been during the hearing to convince the Court that he was in good faith by bringing the garburator back, the issue is that it should not have been removed in the first place as it was clearly an immovable by attachment or an accessory. Instead of going through the trouble of bringing it to Court, Vendor should simply have returned it or reimbursed the Purchasers for its cost and any costs relating to its re-installation by a licensed plumber.

[186] The claim for a replacement of the same model, plus plumber installation is valued at $151.00 plus taxes. Vendor's contention that Purchasers provided no information about brand, model, year, or actual value is without merit.

[187] The garburator should be returned and installed at Vendor's cost which the Court determines to be $100.00, $114.98 with taxes.

(vi) Wall heaters

[188] These items are immovables by attachment. There were 13 in total.

[189] When the Purchasers visited the home, the heaters were Stelpro Mirage heaters, a high-end brand and model.

[190] Vendor admitted to removing and replacing all heaters but claimed he did so because the digital thermostats were not working and that he was worried about being sued. He admits he filed no warranty claims for the said heaters and alleges he replaced them with good heaters.[86]

[191] Why did Vendor think it was reasonable for him to take used heaters and instal them in place of high-quality heaters that were in place? [87] The models he chose did not match, some were used, while others looked like they were old.

[192] The Purchasers are asking for $4,050.00 plus taxes for the cost of replacing the thirteen wall mounted heaters and their installation by an electrician. Considering the safety concerns of such items, there is a good reason to have them professionally installed, which adds to the cost per unit. Once again, Vendor's suggestion that the Purchasers failed to provide proof of brand, model, year, or actual value for each heater must be rejected and the best evidence rule must prevail.

[193] The Court believes the Purchasers' claim to be justified based on the evidence filed. The cost of replacing each unit and having it installed amounts to approximately $310.00 times thirteen plus taxes and is deemed reasonable.

[194] For all these reasons, the claim of $4,656.49 (with taxes) is granted.

(vii) Vestibule and garage heaters

[195] These two units are again immovables by attachment.

---

[86] He submits exhibit D-31, which is an invoice dated October 18, 2021 for 5 1500w convectors from Rona. The per unit cost on this invoice is $92.00. There are no receipts for the other heaters other than exhibit P-45, p. 5 which shows that the cost was $190-200 per unit. Evidence has shown that some of the other heaters were used. See Purchaser C. testimony and exhibit P-33, item 6, p. 3 bedroom 3.

[87] Images found in exhibit P-4 photos 1 and 2. See also exhibits P-29 and P-30. See p. 6 and 8.

2025 QCCS 2662 (CanLII)

2025 QCCS 2662 (CanLII)

[196] Vendor admits that the heater initially installed in the vestibule is the one that was mounted on the wall in the garage. Yet, he claims that the garage heater was not functional or connected to the electrical system while hanging on the garage wall.

[197] He maintains at the hearing that this was a reasonable decision, yet the evidence heard during the trial demonstrates that such a heater should not have been installed indoors, in a small space, as this was clearly unsafe.[88]

[198] Pictures taken on the day of the Inspection and pictures taken by Vendor on November 30 and then pictures on December 1, prove that a different model than the one being shown was left behind.

[199] The Purchasers filed the invoice that includes the new heater and labour, confirmation of payment[89], together with the invoice from contractor to arrange for a heater in the garage, in the vestibule, electrical work for the humidifier and the humidifier replacement. The work had to be undertaken immediately if only to protect against the possibility of frozen pipes.

[200] Vendor says vestibule and garage heaters should be counted in the 13 claimed and that Purchasers are double dipping. This contention is simply not supported by the evidence. In fact, on February 22, 2022, Steve Electrique issued an invoice for the garage and vestibule heaters[90]. It was only on March 4, 2022, that it wrote up an estimate for "the 13 X currently installed heaters (that) are not the same as in the pre-purchase inspection report."

[201] For both the vestibule heater and the garage heater, the Purchasers are asking for $2,024.31. This amount already includes taxes.

[202] The claim is granted.

(viii) Garage Heater

[203] The Vendor points out that the heater was never connected and that he advised Purchasers of that. He openly admits that he placed it in the vestibule as he was concerned that the thermostat might not be functioning properly when activated and wanted to make it operational again.

[204] The fact that Vendor admits to putting it in the vestibule does not make it acceptable.

[205] For reasons stated above, this claim is granted.

---

88 This was related in writing in Exhibit P-33, p. 2.
89 Invoice 4410 from Steve Electrique.
90 Exhibit P-7a).

2025 QCCS 2662 (CanLII)

(ix) Dimmer switches, plates and receptacles and

(x) USB electrical outlets

[206] Plaintiff asks for the cost of replacing 28 dimmers.[91]

[207] Vendor says that it could only count 19 based on the available pictures. He also admitted that 13 were taken out which coincides with the number "before and after" pictures available to Purchasers. Vendor admits to having a handful at home in a box and he wants the Court to believe that he has no idea who removed them.

[208] The Purchasers provided pictures from the Inspection and from December 1, including more than 25 "after" pictures to establish where they believe these dimmers were removed. While it is true that they did not provide a picture for every dimmer and wall plate unit, the Court found that the two Purchasers' testimony on this issue to be credible and convincing.

[209] The Court, once more, did not believe Vendor's testimony that he did not know why these items were taken out, nor that the items were not all top of the line like the ones shown on the pictures and videos.

[210] As for the USB outlets, Purchasers claim there were 25, while Vendor claims there were only 4. Vendor also claims that the amount of $77.23 would be sufficient to replace them.

[211] According to Purchasers, most electrical outlets were removed. Although proof has not been filed for each and everyone of them, the evidence before the Court makes it more probable than not that this was done.

[212] The total amount claimed for the dimmer switches, plates, receptables and USB outlets is $4,225.69. While it is true that a dimmer switch costs as much as ten times the price of the unipolar switches with plates which Vendor quoted at exhibit D-32, the evidence has also shown, on a balance of probabilities, that these high-end dimmer switches were used throughout the Residence.

[213] Was there a cheaper alternative? There is almost always one, but that is not the test. The evidence demonstrates that high-end electrical products were used throughout the Residence when they visited it on July 29, 2021; they are entitled to demand them.

[214] The claim for $ 4,858.48 (with taxes) is granted.

(xi) Laundry room cabinet

[215] Vendor said this cabinet was not included in the Promise to Purchase.

---

91 Their initial claim was for 42.

[216] He also said the cabinet was hung on a metal track and could therefore simply be removed as it was hanging and not fixed.

[217] Even if it was installed on a rail, which Vendor admitted to taking as well, it does not take away from the fact that the item was attached and therefore had become an immovable by attachment.

[218] Proof administered during the trial regarding the built in cabinets in the living room also revealed that they were installed on a rail. That feature does not make the cabinet into a movable as the criteria of attachment, namely that of being installed in a permanent fashion, is still met.

[219] Evidence also shows that the cabinet was manufactured by the same company that made the kitchen cabinetry and was of the same color. Nothing suggests that it was installed in any different way than the kitchen cabinetry.

[220] Vendor's allegation that it had come from another home, does not in any way change the fact that he was simply no entitled to remove it.

[221] Purchasers are asking $1,500 to replace the cabinet. This seems more than reasonable considering that the model that was removed from the laundry room was made by a designer. The quote was obtained from Mayfair for an equal size cabinet. Vendor's contention that there is no evidence of brand, model, year or actual value and therefore speculative is rejected. The best evidence rule applies.

[222] The claim for $1,724.63 (with taxes) is granted.

(xii) Cutlery drawer, drawer insert and installation

[223] These items were simply removed from the Residence without any justification. The pictures filed by Purchasers do suggest that some form of insert was in fact removed from the drawer area.[92]

[224] Purchaser Co. testified that she had noticed the cutlery drawers as this was a feature she had not seen before and was excited about for her new kitchen.

[225] The Court finds her testimony to be credible as it was very specific and described, in a convincing manner, the excitement, she felt about this feature which had left a strong impression on her.

[92] Filed in evidence were pictures taken after possession, text conversations with Moderna Kitchens, cutlery drawer receipts, proof of payment, invoice for interior drawer piece and invoice for cutlery drawer.

2025 QCCS 2662 (CanLII)

[226] Purchasers explained how they decided to immediately replace the items as they were worried that they could become back ordered or that availability of replacement items would be limited.

[227] They are asking for $1,050.00 (taxes included). The Court sees no valid reason Vendor should not be ordered to pay for this amount.

[228] The claim is also granted.

(xiii) Remotes for blind

[229] The amount claimed is $106.00 plus taxes.

[230] Vendor still has them in his possession and wishes to return them. The Vendor will be ordered to do so.

(xiv) Honeywell Humidpro and Honeywell Steam Humidifier

[231] This was also an immovable by attachment and was removed without any justification.

[232] Vendor claims that he does not have these items in his possession and that it is most likely the movers that have them.

[233] It should be stated that the thermostat was hardwired all the way up the second floor of the Residence. Someone had to exert a certain amount of effort to have it removed.

[234] Vendor recognizes these items are missing but is contesting the replacement cost.

[235] Purchasers filed images taken on the day of Inspection and on December 1. JW Plumbing service submitted an invoice for the service call and for the humidifier and the thermostat, including the necessary electrical work for the new humidifier. Purchaser C. confirmed that he had asked that the unit be replaced with the same unit and then installed by professionals. He explained that it was important for that work to be done as his wife was eight months pregnant and air quality was a serious consideration.

[236] A confirmation of payment from Steve Electrique in the amount of $3,803.90 taxes included was filed and is claimed. The amount is reasonable as the item was replaced with one of similar quality.

[237] The claim for $3,803.90 is granted.

(xiv) White built in closet/office; Brown built in closet/office

[238] These are clearly immovables by attachment.

2025 QCCS 2662 (CanLII)

[239] Vendor claims that these were not included in the Promise to Purchase which mentions closets, not cabinets. He claims it was never his intention to include them in the sale which explains why he would have decided to offer them for sale during the walkthrough on August 18, 2021.

[240] The Court disagrees with Vendor's contention that these items did not form part of the sale.

[241] First, there is no proof whatsoever, other than Vendor's testimony which the Court did not find to be credible, that the cabinets were excluded. The fact that he offered Purchasers to buy the said cabinet cannot be used as proof that they were excluded in the first place as this fact has not been established.

[242] Second, Vendor claimed during the hearing that the brown cabinets were built in a shop and then brought into the Residence so therefore not built-in. He says they were simply put against the wall.

[243] Mr. Moti Hadad, the cabinet maker who testified before the Court, explained that the cabinets in the office and in the master-bedroom were all part of the same order and built at the same time. The office cabinets were made separately from their long countertops which had to be affixed by screws and brackets. He told the Court he had no idea who installed them as he does not do installation.

[244] Interestingly, Vendor testified that the white cabinets were from his previous home, which in his opinion, demonstrates that they are not immovables. It is hard to understand why Vendor would make such a representation if not to mislead the Court as to the nature of these built-ins.

[245] Third, there is confirmation that these cabinets were custom made to fit in the space, and to fit under the roof line.[93] This suggests that they were meant to be permanently attached.

[246] Fourth, the videos filed with the Court clearly show that the cabinets were attached to the wall and the floors, as demonstrated by the marks left behind after their removal. The suggestion made by Vendor on the last day of trial that being such a clean man, the only credible explanation is that the dust left around certain holes shown on the video was proof that Purchasers themselves made such holes, is simply preposterous.

[247] The videos were taken on December 1, 2021, when the Purchasers moved in. Is it even reasonable to think that having just moved in, they would deliberately damage a beautiful wooden floor, leave dust around it and take videos to substantiate a claim?[94]

---

93 See exhibit D-28 which describes the items as built-in cupboards and files.
94 See exhibit P-33 video.

2025 QCCS 2662 (CanLII)

[248] It should be said that the video filed shows not only holes on the floor, but also on the base boards and unfinished plugs. The more likely explanation is that the cabinets were affixed to the floor and to the wall, which explains not only the holes, but the fact that the workers who installed them did not see the need to finish certain plugs that would be hidden by permanently attached furniture.

[249] Purchasers are asking for $10,500.00 plus taxes to install new ones. This seems reasonable and justified under the circumstances and considering their size and quality.

[250] The claim is granted for $12,072.38 (with taxes).

(xv) Fireplace repair

[251] The Purchasers filed pictures of the fireplace taken during the Inspection showing no apparent crack. They explain that the Inspector, Mr. Troup, had shown them how to use the fireplace and that they would have noticed a crack if there had been one.

[252] Plaintiff testified that the crack was discovered on December 4, three days after the Purchasers moved in on December 1, 2021.

[253] Purchaser C. indicated that the fireplace was not used prior and after the discovery of the crack, a statement which is at the very least partly contradicted by the pictures filed by Purchasers which show that the fireplace, at least when the picture was taken, was in use.[95]

[254] Vendor testified that there was no crack when he moved out.

[255] The issue, according to the Court, is one of burden of proof. Even though Purchasers' version of the facts regarding other claims is more credible and reliable, on this issue, it is very much a question of determining whether they have proven, on a balance of probabilities, that the crack was in fact there when they moved in on December 1. They allege that they did not cause the crack.

[256] For the Court to believe this version, it must conclude that it is credible that two otherwise hypervigilant Purchasers, who had gone through months of tedious and detail filled exchanges with their Vendor, would not have realized such a significant crack on one the center pieces of their first-floor open concept kitchen/living room when they first moved in on December 1.

[257] While the Court believes that the couple was busy and could not focus on every detail in the Residence, it finds it surprising that it would take them three days to notice such a significant and apparent deficiency.

---

95 Exhibit P-57, p. 5.

2025 QCCS 2662 (CanLII)

[258] Evidence suggests that the Purchasers contacted Ceraxo who had built and designed the fireplace. Mr. Bichard, that company's representative who testified at the hearing, indicated that he could repair the crack with epoxy but that it would likely discolour in the future.

[259] He also indicated that this kind of crack can only be caused by overheating, a solid blow or someone trying to remove the fireplace.

[260] Was the fireplace accidently hit during the move by a sharp object or a heavy piece of furniture? Was it poorly used and overheated? It is impossible to know.

[261] Did Vendor try to remove it like he did with other items in the Residence? That is possible, but it would be surprising that the crack would not have reached the point of contact. No evidence was presented on this issue.

[262] For all these reasons, the claim is denied for lack of evidence.[96]

(xvi) Built in living room cabinets

[263] This was clearly a built-in item, and an immovable by attachment.

[264] Vendor said those cabinets were never included.

[265] Ms. Menkes, who testified on behalf of California Closet who designed and installed the cabinets, confirmed that all cabinetries, including those in the kitchen, were installed and held onto the wall by a rail screwed to the latter. Unscrewing this rail would leave holes on the wall. She explained that all their products are attached to a wall, adding that partitions and shelves can be removed, making the system movable. She never said that the cabinets were movable.[97]

[266] In his case, the witness further explained that there was a top and bottom molding which was added as finishing and nailed onto the cabinets. She explained that the moldings are often broken when cabinets are taken down and often need replacement.

[267] The cabinets that were installed in the Residence had to be assembled following the company's instructions and were installed by the company. She explained that the items cannot be picked up and walked away with as the cabinets are not installed with a view to being removed.

[268] In December 2021, the cost of replacing the unit was $5,820 plus taxes.

[269] Ms. Mendes explained that her company's price has significantly increased with and following the pandemic and that today, the very same unit would likely cost more.[98]

---

96 Purchasers had asked for $30,125.00 claiming that the entire fireplace had to be changed.
97 See also exhibit D-22.
98 Exhibit P-55, p. 27.

2025 QCCS 2662 (CanLII)

She confirmed that their prices include the price for the item, delivery and the installation.[99]

[270] The claim of $6,691.55 (with taxes) is granted.

(xvii) Master bedroom closet repair

[271] On the day of their visit, out of respect for Vendor's privacy, the Purchasers had asked the Vendor for a permission to look inside the closet but had not taken any pictures.

[272] Both testified that Vendor was proud to show them the closet and some of its features, including the pull-down bars allowing for clothes to be hung at a high elevation and providing easy access to them. While it is conceded that Purchasers did not look at every drawer, shelf, they did have a chance to witness the quality of the finishings and high-end features.

[273] Vendor argues that if Purchasers failed to identify the damages in the closet during the pre-purchase visit, they cannot claim such an amount today. He also denies that a pull-down system was in the closet. He claimed that the closet he delivered was in the same condition on December 1 as it had been during the July 2021 visit.

[274] The pictures filed show that the interior closet was very seriously damaged, retouched, and repatched. Mr. Moti, who built the closet, convinced the Court, through pictures displayed on his website and through his testimony, that he would not have delivered a closet with such low quality finishings and that it is very unlikely that it deteriorated to such a condition between 2019 and 2021.

[275] It is, for example, highly unlikely that some of the shelving seen on the pictures taken on December 1, 2021, were part of the original design and paid for by the Vendor.

[276] The holes on the closet's panels and the low-end rods were more likely the result of careless and desperate work on the part of Vendor or one of his workers to recuperate any item, including the pull-down bars and the accompanying mechanical box, so they could be re-used in one way or another or simply taken away as a nuisance to Purchasers. If the Vendor can remove a house number which, clearly, he has no use for, it is highly likely that he acted with equal spite or greed regarding the closet.

[277] Pictures also show particle board dust in the bottom of the closets which suggest that items including shelves, rods and the bars were removed.[100] The suggestion that Purchasers would have made the holes themselves to fabricate damage and to unjustly claim additional amounts, once again, is preposterous.

---

99 Exhibit P-33, item 17, p. 2.
100 Exhibit P-48, p. 3.

2025 QCCS 2662 (CanLII)

[278] Purchasers are asking for $15,000 based on a linear foot estimate to replace the closets. Purchasers indicate that it is necessary to replace the closet because they have been told by various closet companies that they will not work with the existing closet as they are too damaged and that it would be preferable to start anew.[101]

[279] Mr. Moti suggested that he could fix the closet for $1,500 or replace it for $5,000. The Court believes that if this is the case, Purchasers should consider such option, or similar less costly ones than the $15,000 claimed.

[280] This claim is partly granted for an amount of $10,000 plus taxes, namely $11,497.50 (with taxes).

(xviii) Doorbell, address number, mailbox

[281] Purchasers are asking for $500.00.

[282] Although it is true that these items were not included in the Promise to Purchase, they are clearly accessory in nature. Owners have a right to have a street number, a mailbox and the doorbell they had seen during the visit when they move in. They should not have to replace such items.

[283] Vendor himself recognizes that the items should not have been removed and blames his movers for having done so.

[284] Regarding the doorbell, it should be said that Vendor alleges that he had advised Purchasers that it was a smart doorbell connected to his iPhone via a personal application subscription he paid for.

[285] The Court concludes that all three items were accessories and should have been left behind. Regarding the doorbell, Vendor could have simply disconnected himself via the application and terminate his subscription or ask that Purchasers take it over and be responsible for paying the monthly subscription as of December 1st.

[286] The fact that one number eleven was left behind and that a second one was removed by Vendor does not change anything about its accessory nature. The two numbers served a purpose and should have been left behind.

[287] The Court orders the return of the smart doorbell, address number and mailbox.

Claim summary

[288] Having dealt with all the claims separately, the Court concludes that the Purchasers are entitled to a reduction in sale price equivalent to the value of the property they did not receive.

---

[101] Exhibits P-33 and P-48.

2025 QCCS 2662 (CanLII)

[289] The Court will order Defendant to pay Purchasers the amount of $52,305.44.

2. SECOND ISSUE IN DISPUTE: LATENT DEFECTS

[290] In this section, the Court must determine whether the Residence was affected by latent defects, whether Vendor was aware of those and to what damages, if any, the Purchasers are entitled to.

[291] Purchasers are claiming the amount of $71,162.93 which represents a reduction in the sale price equal to the cost of repairing the alleged defects discovered. The defects identified pertain to defects on the two roofs of the Residence which had been redone during the renovation work that took place in 2018-2019. Purchasers claim that they are entitled to expect the performance of two newly renovated roofs.[102]

[292] As for the upper roof, Purchasers allege that it was improperly ventilated, that the corniches were not built according to the *règles de l'art* and that the individual skylights were installed too close to one another.

[293] With respect the lower roof, they claim that there was an absence of drainage which may have caused the water infiltration, that the flashing was improperly installed, that various segments of wood contacting the roof structure were rotting, that there was improper ventilation, and that the construction of the corniche was deficient.

[294] The solution that was proposed to allow for proper ventilation in both roofs was to build up the decking and create a new airspace, which was in fact done. A more costly alternative would have been to take both roofs apart from the inside or to remove the upper deckling to create the required airflow.

[295] According to Purchasers, the solution proposed by Vendor's roofing representative, Mr. Gougeon, which was to install a ridge vent at the estimated cost of $3,000, could not have worked for the upper roof as there was inadequate circulation. They also maintain that such amount was significantly inferior to what was indeed required to fix the numerous defects affecting the roofs.

[296] The amount claimed of $71,162.93 includes the work Purchasers were required to pay to a gutter installer, namely $7,013.48 for the reconstruction of portions of the fascia and the reinstallation of new gutters after the reconstruction of the corniches and soffits by Synergy,[103] as well as the drywall repairs and painting around and in the vestibule area which Purchasers estimate at $3,000.

[297] Vendor denies that latent defects were affecting the roof. He argues that the Purchasers failed to follow up with the recommendations formulated by the Inspector in

---

102 Exhibit P-39.
103 Exhibit P-43.

2025 QCCS 2662 (CanLII)

his report and that given the year of construction of the Residence (1956), Purchasers had an obligation to do so.

Analysis

[298] To answer the question pertaining to the existence of a latent defect, certain criteria must be established. First, the defect must be serious, it must precede the sale, it must be hidden, and it must be unknown to the buyer.[104]

[299] There is no debate that the alleged defects are serious as they pertain to the two roofs of a residence. As to whether they preceded the sale, are hidden and unknown to the Purchasers, for reasons outlined above, the Court concludes that they meet the three criteria.

[300] A defect may be deemed apparent if it should have been discovered by a reasonable buyer placed in similar circumstances. The buyer is under an obligation to perform a prudent visual inspection, without having to open wall, take away components, move structures to gain access. The Court of Appeal has said that any *signes annonciateurs* must point to a serious defect.[105]

[301] Vendor argues that the Purchasers should have known about the defects following receipt of the Inspection Report.

[302] According to Vendor, Purchasers had a duty to conduct a thorough investigation of the roof following the Inspection Report and had to ascertain the true state of the roof. Vendor points out that Purchasers did not ask any questions, nor ask for documents confirming the scope of the work that had been undertaken.

[303] Vendor argues that Purchasers should have, following receipt of the Inspection report, retained a roofing expert as part of their due diligence.

[304] Finally, given the year when the Residence was built, Vendor argues Purchasers should have been more diligent.

[305] For all these reasons, Vendor argues that Purchasers cannot avail themselves of the legal warranty with respect to the roof.

[306] The Court disagrees.

[307] First, the Vendor had told Purchasers that both roofs had been redone in the 2019 renovation. This was part of the Vendor's Declaration.[106]

---

104 *ABB inc*. c. *Domtar inc.,* (2007) CSC 50 (CanLII) (ci-après *ABB*).

105 *St-Louis* c. *Morin*, 2006 QCCA 1643, par. 31 and ff.; *Leroux* c. *Gravano*, 2016 QCCA 79, par. 42 and ff.

106 Exhibit P-3.

2025 QCCS 2662 (CanLII)

[308] The roofs had been newly done, and the Purchasers had no reason to suspect that the work had not been conducted properly by a professional roofing company. They had in fact hoped to rely on the warranties which is why they reached out to Mr. Ollo to find out who the roofing company was. They were of course disappointed to hear that the work had been done by a worker who was paid in cash.

[309] Moreover, as the work had been performed in 2019, under Vendor's direction, purportedly by qualified and licensed contractors, according to what Vendor represented during the pre-purchase process, Purchasers and their pre-purchase inspector had no reason to suspect the existence of defects, which despite their severity and the manifest incompetence of the parties who carried them out, were camouflaged.

[310] Second, the Inspection Report did not contain any *signes annonciateurs.*

[311] The Inspection Report revealed four areas of concerns:

a) **Some composition shingles were damaged**. Recommended that a qualified contractor repair as necessary.

b) **Downspout is damaged**. Recommended that a trades person replace damaged section.

c) **Leaves or Debris accumulating on the gutter guards**. This will affect the performance and can lead to ice damns that can damage roof. This should be done before winter onset. Recommended having them cleaned and monitored as a yearly maintenance program.

d) **Nail heads were exposed at one or more shingles**. More than just a few exposed nail heads may indicate a substandard roof installation. Recommend applying an approved sealant over exposed nail heads now and as necessary to prevent leaks.

[312] The Court does not think that Purchasers acted imprudently following receipt of the said report.

[313] Except for the skylights which will be addressed below, none of the concerns identified in the Inspection Report are linked to the defects which were discovered following the leak.

[314] The quote sent by Synergy on July 18, 2022, states:

- **Sur le toit supérieur**, nous constatons une problématique importante au niveau des puits de lumière. Nous constatons deux puits de lumière trop près un de l'autre (sic) soit à un pouce d'écart. Il est important de corriger les puits de lumière en remplaçant les deux petits par un grand.

2025 QCCS 2662 (CanLII)

[315] For this item, the Court is of the view that a deduction of $4,200[107] is justified as Purchasers did not establish that this alleged defect could not have been identified as part of a visual inspection prior to the sale.

[316] The quote then goes on to state the following:

- **Vérification sur le toit supérieur** : Nous avons constaté que les ventilateurs sont obstrués par de l'isolant en mousse, ce qui empêche la circulation d'air. Nous avons également vérifié la ventilation ans l'entretoit. Nous avons remarqué que les soffites sont obstrués par la laine minérale. Un espacement entre les deux est requis afin de permettre la circulation d'air. Par ce fait, il est fortement recommandé de faire un pontage ventilé pour créer une bonne ventilation.

- **Inspection visuelle du toit inférieur** : Nous constatons que le solin de toiture est devant le revêtement du mur. De plus, il est recouvert d'une planche de bois avec un pliage d'aluminium qui a une légère pente vers le mur. Le solin devrait être à l'arrière du mur et le revêtement par-dessus celui-ci afin de ne pas avoir d'infiltration d'eau. Compte tenu de la fragilité du mur en bois peinturé, nous proposons le remplacement de ce dernier.

- **Inspection du** toit **inférieur**: Nous constatons une infiltration d'eau au niveau de l'entrée. Cette partie est faite de membrane élastomère avec aucune pente pour évacuer l'eau vers l'extérieur. Nous suggérons de créer un muret pour empêcher l'eau d'aller sur le balcon. De plus, nous ferons un d'os d'âne afin de permettre l'évacuation d'eau.

- **Inspection de** la **cheminée** : aucun dos d'âne n'est présent sur cette partie. Ce fait peut favoriser une infiltration en cas d'eau stagnante. Nous proposons de faire un dos d'âne.

- **Inspection de la toiture supérieure et inférieure** : Après démantèlement du bardeau, nous constatons que les corniches ne sont pas faites selon les règles (sic) de l'art. Ceci fait en sorte que les corniches bougent et ont des risques de s'affaisser avec le poids de la neige. Nous suggérons de refaire les corniches selon les règles de l'art et de même pour les soffites et fascia.

[317] The Inspector, Mr. Troup, who testified at the hearing, confirmed that none of the defects identified above were apparent. While he conceded that a few of the shingles had been poorly installed, this was, in his view, merely a maintenance issue. It was not severe enough to warrant a recommendation to go any further.

[107] Exhibit P-41.

2025 QCCS 2662 (CanLII)

[318] It should also be pointed out that the presence of visible nails has nothing to do with the issues that were identified by Synergy, namely the poor ventilation, the structural weakness of the corniches and the lack of drainage adjacent to the balcony.[108]

[319] As for the rotting wood, this could only be discovered once the flashing was removed. The same can be said about the absence of slope or slight negative slope that could not have been noticed during the Inspection.

[320] With respect to defects affecting ventilation, these clearly required that vents and soffits be opened, interventions which were clearly not within the scope of a routine inspection. Mr. Troup, it should be stated, did not have access to the attic crawl space, which was situated behind the white built in cabinets in the office.

[321] For all these reasons, the Court concludes that the defects affecting the two roofs were latent defects as they were serious, they preceded the sale, they were hidden and were unknown to Purchasers and that the work that was undertaken to repair them was both reasonable and necessary.

[322] The solution that was proposed-to build up the decking and create a new airspace to ensure proper ventilation-was certainly less costly than the alternative, which would have been to take both roofs apart from the inside or to remove the upper decking to create the necessary airflow.

Was there proper denunciation?

[323] Vendor claims, regardless of the conclusion to which the Court comes to regarding the existence of latent defects affecting the two roofs, that there was improper denunciation of the said defects and that he was not given a reasonable opportunity to observe the full extent of the defects and/or to rectify them.

[324] Vendor says that the denunciation he received on April 19, 2021, concerned a leak, not the demolition and replacement of the entire roof. He argues therefore that there was insufficient notice regarding the intent to proceed with a full roof replacement rather than addressing and repairing localised leak in an affected area.

[325] First, and pursuant to 1739 C.C.Q., it should be said that Purchasers were under an obligation to denounce the defects to give the vendor a chance to examine the nature of the defects, identify their origin, confirm their existence at the time of sale, and be given an opportunity to repair them at a lower cost.[109] Second, Purchasers had to put Vendor on notice and enjoin him to correct the defects.

---

[108] Exhibit P-4, p. 17, photos 32-1 to 32-3.
[109] *Leclerc* c. *Succession de Diotte*, 2019 QCCQ 1614, par. 121-122.

2025 QCCS 2662 (CanLII)

2025 QCCS 2662 (CanLII)

[326] Failure to fulfill these conditions is fatal to a recourse for latent defect.[110] If there is a manifest repudiation by the vendor, this constitutes default by the sole operation of law pursuant to 1597 C.C.Q.[111]

[327] Finally, it should be said that when defects and the need for additional corrective work becomes apparent as the work is underway and the vendor refuses to act, this in and of itself relieves the buyer from the obligation to place the vendor on notice and to allow him time to correct the defect himself.[112]

[328] For reasons outlined above, the Court concludes that there was proper and ample denunciation, that Vendor was enjoined on more than one occasion to correct the defects and that he failed to do so.

[329] On April 19, 2021, the Purchasers advised Vendor that they were experiencing a serious water leak from the roof in the vestibule. Proper notice and denunciation were given to him, and Vendor chose not to conduct the work himself, nor to have his expert conduct a proper review.

[330] On May 22, Vendor indicated “wish you the best to fix the problem” which Purchasers read as being a first repudiation on his part.[113] No action was taken by him between that day and his return to Montreal on May 9.

[331] Even though Purchasers could have started the work on the roofs earlier, they decided to go ahead with Synergy and to follow their timeline after having formally put Vendor on notice on May 20.[114]

[332] By that date, Vendor’s general contractor had seen the roof, and more than a month had passed since being informed of the problems. It is accurate to highlight, having said that, that the original scope of the work envisaged was simply for the roofing shingles and underlying membrane to be replaced.[115]

[333] Following this notice, Vendor was given multiple opportunities to have his own expert attend the Residence and determine the scope of the repairs for himself, which he, again, failed to do.[116]

---

110 This condition has been softened the requirement of these two preconditions by acknowledging that in order to dismiss a claim, there must be a real prejudice to the vendor and not simply a theoretical or legal one.

111 *Bérubé* c. *Lemay* 2018 QCCA 395 (CanLII), par. 20 and ff. See also *Claude Joyal inc*. c. C*NH Canada Ltd,* 2014 QCCA 588, par. 19 and ff.

112 *Immeubles Bernadet inc*. v. *Kerzérho*, 2015 QCCA 644 (CanLII), par. 8-15.

113 See exhibit P-36, April 22.

114 Exhibit P-36. See Devis 885.

115 See Devis 885 in exhibit P-36.

116 Exhibit P-37. See correspondence between Purchasers’ counsel and Vendor.

2025 QCCS 2662 (CanLII)

[334] On June 2, Vendor asked for the Purchasers' expert report, alleging that he was in contact with the person who did the work to validate the guarantee. Purchasers maintain that this was a false representation on the part of the Vendor as it was a man hired by Ollo who did the work, who was paid cash and who therefore did not provide any formal warranty.

[335] On June 6, 2022, Purchasers were advised by Synergy that the work would be proceeding on June 8, 2022, as their team had become available.

[336] Despite Vendor having already had several weeks to arrange to visit and his being in default of executing the work himself, Purchasers advised Vendor that the work would be proceeding on June 8, 2022, and that he was still welcome to have his own roofer be present to observe the situation.[117] It is only at the end of the day on June 6 that Vendor decided to call a roofer, Mr. Gougeon.

[337] Vendor was clearly informed that Synergy would begin the work first thing in the morning and that his expert must be present at that time if he wished to witness the removal of the shingles. Purchasers even offered to allow Vendor's expert to inspect the roof the night before if he so chose.[118]

[338] On June 7, 2022, Vendor's prior counsel ceased representing him.

[339] Vendor then communicated directly with Purchasers and planned for his roofer to be present on the morning of June 8, 2022.[119]

[340] On the morning of June 8, 2022, Synergy began its work and quickly began uncovering additional defects affecting the roof, which were not limited to the replacement of the shingles and membrane as initially anticipated, but also included defects of a structural nature affecting the roof, vents, insulation, soffits, skylights and flashing of the entire main portion of the roof.

[341] Also, on June 8, 2022, Vendor's roofer, Mr. Kevin Gougeon, arrived onsite after 9:00 AM, after Synergy's work had begun.

[342] At the time of Mr. Gougeon's arrival, the shingles on the main roof were in the course of being removed.

[343] At trial, Mr. Gougeon explained that he was told by Vendor that he had to attend the Residence to conduct a visual Inspection, that he was not told at what time the work was scheduled to start, nor that Purchasers had asked that he be there first thing in the morning. He said he was surprised the work had already begun when he arrived. He also

---

117 Exhibit P-37.
118 *Ibid*.
119 Exhibit P-38.

testified that he took no pictures, that he only stayed a few minutes as the work was underway and that he felt he was wasting his time.

[344] Mr. Gougeon went on the roof with Synergy's representatives and entered the Residence to observe the water infiltration from inside the vestibule. He was given full access to the Residence and encouraged to take as many pictures and videos as he wished, which he did not. When offered the opportunity to enter the crawl space of the attic to see the underside of the roof decking and the status of the insulation therein, Mr. Gougeon declined. He testified that this would not have been useful.

[345] Mr. Gougeon left the site, just after 10:00 AM, even though additional exploratory work was ongoing and additional defects were being discovered by Synergy.

[346] Throughout the course of the day on June 8, 2022, Synergy discovered a series of additional latent defects that affected not only the construction of the main portion of the roof covered with shingles, but also of other sections of the roof.

[347] Mr. Fontaine of Synergy testified at the hearing that the ventilators[120], as well as the air flow from the soffits were blocked on the one side by wool insulation, and on the other by spray foam insulation. After inspecting the ridge vent on the lower roof, he discovered that the airflow was blocked together with various other deficiencies,[121] including improperly built corniches which present a real danger of deforming and collapsing.

[348] On June 9, 2022, Purchasers' counsel sent an updated *mise en demeure* to Vendor's new counsel in order that his expert may return to the site and observe the additional defects found by Synergy after Mr. Gougeon's departure.[122] A revised estimate was also sent that day.[123]

[349] Despite being given this opportunity, Vendor did not arrange for that, preferring instead to have his counsel state that he not received adequate advance notice.[124]

[350] The roof work continued from June 8 to June 10, 2022, with certain work performed by Synergy to replace the wooden siding.[125]

---

120 Exhibit P-42, p. 4.

121 Exhibits P-42 and P-50. The most probable cause of infiltration of the vestibule is described as deficient drainage at the junction of the balcony and lower roof.

122 Exhibit P-39.

123 Exhibit P-39, Devis 982.

124 Exhibit P-40.

125 As stated above, this work is not included in the Purchasers' claim.

2025 QCCS 2662 (CanLII)

[351] On July 12, 2022, Synergy issued a new invoice, confirming the total sum of $77,130.98 payable to Synergy for the work performed and confirming that Purchasers had already paid a significant portion.[126]

[352] The evidence speaks for itself and clearly and unequivocally establishes that the conditions of denunciation and notice were fully honored in this case.

[353] Considering the above, the Court concludes that Purchasers are justified in claiming from Vendor the costs of repairing the latent defects affecting the roof which total $71,162.93 (taxes included) minus $4,200 (before taxes) deducted with respect to the skylights.

[354] Vendor is ordered to reimburse Purchasers the amount of $66,334.83.

3. THIRD ISSUE IN DISPUTE : DAMAGES FOR INCOVENIENCE

[355] Vendor claims that the Purchasers failed to prove that they suffered any trouble and inconvenience whatsoever and that they therefore did not meet their burden of proof.

[356] The Court disagrees.

[357] The Court believes Purchasers' testimonies that they had lived through great stress between August 2021 until the day they took possession and then again after they moved in when they realized all the troubles they had been left with, including the repair of the roof after the leak in the spring of 2022.

[358] Both Purchasers explained to the Court how distraught they had felt after the August 18, 2021, visit, how upset and concerned they had been with various email exchanges and how troubling they found some of the emails to be, more particularly those referring to the couple's unborn child and to bad luck.

[359] Vendor cannot hide behind his age or his lack of technological *savoir faire* to explain the threatening, at times strange and inappropriate emails he sent to Purchasers which, it should be said, would have caused anyone distress.

[360] Furthermore, the Purchasers were forced to resort to a lawyer a mere few weeks after the Promise to Purchase was signed on August 3, 2021, and to live through weeks of unpleasant exchanges with Vendor until possession took place in December 2021.

[361] Both Parties were still residing in Toronto when they signed the Promise to Purchase. They had to leave their home and their life in Toronto and organize a move to a new province, all the while having to address what had clearly become a very litigious situation. This too caused significant stress and inconvenience, especially at a time when Purchaser Co. was pregnant with the couple's first child.

---

[126] Exhibit P-41.

2025 QCCS 2662 (CanLII)

[362] Using its discretion, the Court determines that the amount of $8,000 in total, to be split equally between the Purchasers, to be justified for troubles and inconveniences.

4. FOURTH ISSUE IN DISPUTE: INTEREST AND ADDITIONAL INDEMNITY

[363] The Purchasers have asked that any damages ordered bear the applicable interest and additional indemnity as of the date service of the amended application, namely May 25, 2022, for their first set of claims, August 15, 2022, for their latent defect claim.

[364] The Court believes that this matter should have been resolved at a much earlier date between the Parties. Right from the moment the Vendor was put on notice, many of the amounts claimed were detailed in the demand letter, justified and duly explained.

[365] Given the nature of the claims and the relatively small amounts in question for many of the items, there is no reason why many of them were submitted to the Court for adjudication, at great cost in terms of resources and time.

[366] The legal interest is applicable as of right.

[367] The legal indemnity, the Court determines, is appropriate under the present circumstances given Vendor's egregious behaviour, as documented *inter alia* through the litany of emails he sent and the repeated and desperate attempts he made to get out the sale after the Offer to the Purchase was signed.

[368] For all these reasons, the Court agrees that May 25 and August 15, 2022, are the correct dates to start computing both interest and the additional indemnity.

FOR THESE REASONS, THE COURT:

[369] **GRANTS** in part the present originating application;

[370] **CONDEMNS** the Vendor, Avraham Perez, to pay to the Purchasers Amanda Cohen and Ryan Crelinsten within 30 days of the present judgment the sum of **$118,640.27,** with interest as detailed below:

i. **$52,305.44** with interest at the legal rate and additional indemnity provided by Article 1619 CCQ as of service of this application on **May 25, 2022**;

ii. **$66,334.88** with interest at the legal rate and additional indemnity provided by Article 1619 CCQ as of service of the amended application on **August 15, 2022**;

[371] **ORDERS** the Vendor, within 10 days of the present judgment, to return to the Purchasers, Amanda Cohen and Ryan Crelinsten, the garburator in good working order. Vendor shall have same installed in the Purchasers' residence, within the same 10-day period, at his sole cost, and by a professional plumber;

2025 QCCS 2662 (CanLII)

[372] **ORDERS** the Vendor to, within 10 days of the present judgment, return to the Purchasers, Amanda Cohen and Ryan Crelinsten, the various blind remotes in his possession, the smart doorbell, the address number and the mailbox as well as the Simplex keyless lock system, all pertaining to the Purchasers' residence;

[373] **ORDERS** the Vendor to pay, within 30 days of the present judgment, the amount of $8,000.00 in damages for trouble and inconvenience caused to the Purchasers, Amanda Cohen and Ryan Crelinsten. This amount shall be split equally as between the Purchasers;

[374] **THE WHOLE**, with legal costs as against the Vendor.

2025 QCCS 2662 (CanLII)

_____
MARIE-CLAUDE RIGAUD, J.S.C.

Me Félix Lalonde
Leinhos Lalonde s.e.n.c.r.l.
Lawyer for Plaintiffs

Me Sevana Poladian
Lawyer for Defendant

Hearing dates: March 31, April 1, 2 and 25, 2025