SMALL CLAIMS COURT OF NOVA SCOTIA

Citation: *Catch-all Contracting Limited v. Refined Roofing Inc.*, 2025 NSSM 55

Date: 20250930
Docket: SCCH 541937
Registry: Halifax

Between:

Catch-all Contracting Limited

Claimant

v.

Refined Roofing Inc.

Defendants

Adjudicator: Eric K. Slone

Heard: September 19, 2025

Decision: September 30, 2025

Counsel: Claimant, Vince Neary
Defendants, self-represented

By the Court:

[1] The Claimant, Catch-all Contracting Limited ("Catch-all") mostly specializes in roofing and siding work. One of its owners, Brett Rideout, testified at the trial.

[2] As its name suggests, Refined Roofing Inc. ("Refined") is a roofing company, owned by Ian Armour, who testified on his company's behalf.

[3] Both companies are based in Halifax.

[4] For several years, Catch-all acted as a subcontractor to Refined, supplying the labour component of some roofing jobs being performed by Refined. Mr. Rideout estimated that he had done about a hundred roofing jobs for Refined, in the years between 2020 and 2024.

[5] Both parties seemed to be happy with the arrangement until mid-2024 when part payment of an invoice for $8,517.50 for the so-called Unity Court job was held back by the Defendant. There is no suggestion that Catch-all did not do that job properly. It was because of other issues that Refined raised at that time, concerning (broadly speaking) the nature and extent of the warranty that Catch-all attached to its work.

[6] From the outset of the relationship, Catch-all considered itself answerable in good faith to correct any deficiencies for which it was responsible. The limits of that obligation were not seriously tested. It is not clear exactly what type of warranty Refined expected.

[7] The problem arose with a roof on Lincoln Cross that Catch-all had done under this subcontracting arrangement, which started leaking shortly after the work was completed. Catch-all did some investigation, as did Refined. Catch-all insists that the leaking is not being caused by anything it did, or did not do. It suggests that the water is coming from the adjoining townhouse roof. The leaking has been stopped with a temporary fix, but the issue remains unresolved. Refined holds Catch-all responsible, though it does not identify any particular deficiency in the work.

[8] The evidence before me is insufficient to decide whether the problem was caused by Catch-all's workmanship. In any event, this is not specifically Refined's defence or counterclaim.

[9] In the discussions between the parties Mr. Armour presented Catch-all with a written warranty agreement that it proposed be applicable to all past and future projects. Mr. Rideout refused. It was then that Mr. Armour withheld payment for the Unity Court job.

[10] At some point Mr. Rideout made a statement that suggested that Catch-all would no longer accept responsibility for any of the work it had performed. This was alarming to Refined.

[11] In response to Catch-all's claim for payment of the Unity Court invoice, Refined has counterclaimed for $25,000.00 for breach of contract. The main rationale given in the counterclaim is that Refined is now (it believes) subject to the risks associated with all of the roofs that Catch-all built. It seeks damages to cover future losses.

[12] What neither party seems to appreciate is that Catch-all's work was already subject to an implied warranty, and that warranty cannot legally be withdrawn no matter what Catch-all may have stated.

[13] As stated by Justice Arthur LeBlanc in the case of *Flynn v. Halifax Regional Municipality* (2003), 2003 NSSC 253 (CanLII), 219 N.S.R. (2d) 345:

> [102] Certain terms are implied in every building contract: materials must be of proper quality, the work must be performed in a good and workmanlike manner, the materials and work, when completed, must be fit for their intended purposes, and the work must be completed without undue delay (*Markland Associated Ltd. v. Lohnes* (1973), 1973 CanLII 1251 (NS SC), 11 N.S.R. (2d) 181 (S.C.T.D.); *Girroir v. Cameron* (1999), 1999 CanLII 2401 (NS SC), 176 N.S.R. (2d) 275 (S.C.)).

[14] Catch-all may have believed that it was warranting its work only as a matter of good faith, but in fact it was doing so as a matter of law.

[15] Refined may have believed that Catch-all was no longer answerable for its work, but in fact Catch-all had no right to withdraw its warranty and, if push came to shove, it could be sued for a breach of the implied warranty.

[16] This does not answer the questions that Refined may have about the extent of the implied warranty, but it had no legal right to impose a stricter warranty than it already had on past jobs. Of course, it had the right to ask for a stricter warranty on future jobs, just as Catch-all had the right to refuse new jobs on those terms.

[17] As matters stand, Refined cannot withhold payment of the Unity Court invoice. The Claimant will have judgment for $8,517.50.

[18] The Defendant is not entitled to any damages as it has not suffered any. It is legally in the same position it would have been in, had Catch-all not stated that it had no warranty obligations. The counterclaim will be dismissed.

[19] The issue of Catch-all's responsibility for the roof on Lincoln Cross remains premature. If Refined wishes to hold Catch-all responsible, it will have to do so in a separate action.

Order

[20] It is ordered that the Defendant pay to the Claimant the amount of $8,517.50 plus costs of $199.36 for issuance of the claim and $114.00 for serving same, for a total of $8,830.85.

[21] It is further ordered that the counterclaim be dismissed.

Eric K. Slone, Small Claims Court Adjudicator