IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Amimer v. Mills*,
2024 BCSC 1897

Date: 20241016
Docket: S240584
Registry: Vancouver

Between:

Rachid Amimer

Petitioner

And

David Mills

Respondent

Before: The Honourable Mr. Justice Brongers

On judicial review from: An order of the Civil Resolution Tribunal, dated December 15, 2023 (*Amimer v. Mills,* 2023 BCCRT 1106).

Reasons for Judgment

Counsel for the Petitioner:	S.M. Hirji
No other appearances:	
Counsel for the Civil Resolution Tribunal:	Z.N. Rahman
Place and Date of Hearing:	Vancouver, B.C. May 29, 2024
Written Submissions Received:	June 14 and 28, 2024
Place and Date of Judgment:	Vancouver, B.C. October 16, 2024

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OVERVIEW

[1] This is a petition for judicial review of a decision of the Civil Resolution Tribunal (the "Tribunal") dated December 15, 2023. The Tribunal's reasons for decision are indexed at *Amimer v. Mills,* 2023 BCCRT 1106 ("Reasons").

[2] The petitioner is Rachid Amimer. He operates an unincorporated business using the name "Accredited Drywall and Painting Services".

[3] Mr. Amimer was hired by Richard Mills and his spouse Yvonne Mills to repair the kitchen ceiling in the Mills' home. The Mills were not satisfied with Mr. Amimer's work. The Mills only paid $3,000 of the $4,725 Mr. Amimer said he was owed under their contract.

[4] Mr. Amimer brought a claim against Mr. Mills before the Tribunal, seeking damages equal to the balance allegedly owing under the contract. Mr. Mills then brought his own claim before the Tribunal, seeking damages stemming from Mr. Amimer's allegedly deficient repair work.

[5] The Tribunal allowed both parties' claims. Mr. Amimer was found to be entitled to be paid the full amount owing on the contract because he finished the job. However, the Tribunal also found that Mr. Mills was entitled to damages in respect of Mr. Amimer's deficient repair work. The Tribunal effectively assessed Mr. Mills' damages at an amount equal to what Mr. Mills otherwise owed on the contract. As a result, Mr. Amimer was required to return to Mr. Mills the $3,000 partial payment that had been made, plus interest, fees, and dispute-related expenses.

[6] Mr. Amimer now seeks judicial review of the Tribunal's decision. Mr. Amimer's primary argument is that he was denied procedural fairness because Mr. Mills refused to give Mr. Amimer's expert access to the Mills' home and the Tribunal nevertheless found in favour of Mr. Mills. Mr. Amimer also argues that the Tribunal erred by accepting and relying upon the report of Mr. Mills' expert in coming to its conclusion that Mr. Amimer's work was substandard.

[7] Mr. Mills has not responded to Mr. Amimer's petition and did not participate in these proceedings.

[8] On the other hand, the Tribunal did respond. Its counsel made extensive submissions at the hearing, while being careful not to take a position on the substantive merits or the outcome of the judicial review. No objection was raised by Mr. Amimer to the standing of the Tribunal, and I found its participation to be appropriate and of assistance in adjudicating this case. This is particularly so when the petition would otherwise have been unopposed: *Ontario (Energy Board) v. Ontario Power Generation Inc.,* 2015 SCC 44 at para. 59.

[9] Having reviewed the Tribunal's Reasons and the petition record, I am not persuaded that Mr. Amimer was denied procedural fairness by the Tribunal, or that it erred in its treatment of the expert evidence before it. Mr. Amimer's petition will therefore be dismissed.

BACKGROUND

Factual Background

[10] The Tribunal set out the factual background to this matter in the Reasons, the essential details of which have not been disputed on judicial review. I summarize the salient points as follows.

[11] On September 27, 2022, the Mills entered into a contract with Mr. Amimer. Under its terms, Mr. Amimer promised to repair the Mills' ceiling above the kitchen in their home. Mr. Amimer provided a written price estimate for the work. It was for $4,725, including taxes.

[12] Mr. Amimer attended at the Mills' home to perform the work. Mr. Mills was not happy with it, so Mr. Amimer returned and redid a significant part of the job. This still did not satisfy Mr. Mills, who claimed that the untextured ceiling had lumps, cracks, small holes, and other imperfections. Mr. Mills nevertheless sent Mr. Amimer a partial payment of $3,000 on October 8, 2022. Mr. Mills did so with the

understanding that Mr. Amimer would come back and do further work to address Mr. Mills' concerns.

[13] From Mr. Amimer's perspective, however, there was an issue with the Mills' lighting fixtures which had the effect of exaggerating the appearance of surface irregularities on the ceiling – what is known as a "critical lighting condition". Mr. Amimer therefore agreed to revisit the Mills' home after new lights had been installed.

[14] When Mr. Amimer returned to review his work, he concluded that it was not deficient and that nothing further needed to be done. Mr. Mills did not agree, and refused to pay the amount outstanding under the contract.

Procedural Background

[15] On November 9, 2022, Mr. Amimer initiated a claim against Mr. Mills pursuant to the *Civil Resolution Tribunal Act,* S.B.C. 2012, c. 25 [*CRTA*]. Mr. Amimer asked the Tribunal to order Mr. Mills to pay damages in the amount of $1,725, being the difference between the contract price of $4,725 and the $3,000 payment Mr. Amimer received from Mr. Mills.

[16] On January 30, 2023, Mr. Mills initiated his own claim against Mr. Amimer under the *CRTA.* Mr. Mills asked the Tribunal to order Mr. Amimer to return to Mr. Mills the $3,000 that had been transferred to Mr. Amimer. The basis for Mr. Mills' claim was his assertion that Mr. Amimer's work was defective and that another contractor would have to be hired to complete the repair that Mr. Amimer was hired to do.

[17] The parties represented themselves before the Tribunal. Adjudication was done entirely on the basis of written evidence and submissions filed by Mr. Amimer and Mr. Mills. Their material included expert reports on the repair work performed by Mr. Amimer on the Mills' ceiling.

[18] In particular, Mr. Mills submitted an expert report dated January 11, 2023, from the BC Wall & Ceiling Association ("BCWCA"). The report was written by BCWCA's executive director, John Warrington, based on information and pictures provided by another individual, Peter Weston, who personally inspected the work done by Mr. Amimer on the Mills' ceiling.

[19] Mr. Amimer submitted an expert report dated August 16, 2023, from Duxbury & Associates – Building Inspection & Consulting Ltd. ("Duxbury"). The report was written by Glenn Duxbury, a professional building and property inspector. Mr. Duxbury did not inspect the Mills' ceiling or review any photographs of Mr. Amimer's work. The report explained that Mr. Duxbury attempted to attend at the Mills' home to conduct a site review, but the Mills did not grant access.

[20] In his submissions to the Tribunal, Mr. Amimer highlighted his concern that the Mills had not permitted an expert of Mr. Amimer's choosing to conduct an in-person inspection of the ceiling repair work. Mr. Mills responded that he was not willing to give Mr. Duxbury or another inspector that had been proposed by Mr. Amimer access to the Mills' home since Mr. Mills was not satisfied that either was qualified to opine on drywall work. Mr. Amimer did not, however, ask the Tribunal to order Mr. Mills to facilitate a further inspection of the ceiling.

The Tribunal's Decision

[21] The Tribunal's decision was issued on December 15, 2023. Both parties' claims were allowed.

[22] With respect to Mr. Amimer's claim, the Tribunal found that he had substantially completed the work described in his contract with the Mills. Mr. Amimer was therefore entitled to payment of the $1,725 outstanding under the contract, subject to any deduction for proven deficiencies. The Tribunal indicated that it would address the extent of those deficiencies in its consideration of Mr. Mills' claim, which the Tribunal characterized as a "counterclaim".

[23] In order to adjudicate the counterclaim, the Tribunal assessed the two expert reports before it.

[24] The Tribunal summarized the contents of the BCWCA report in these terms:

> [25] The BCWCA report stated a level 4 drywall finish is the minimum finish for a ceiling to which no texture is applied. It also said that because there was an observable critical lighting condition, Mr. Amimer should have applied a higher level 5 finish to the Mills' ceiling. The report did not explain the difference between a level 4 and a level 5 finish, though Mr. Amimer provided unchallenged evidence differentiating them. Mr. Amimer's evidence indicated a level 4 finish should be used where residential grade wall coverings, flat paints or light textures are applied. It also indicated a level 5 finish is required where gloss, semigloss or enamel are specified or where "flat joints (…) are specified over an untextured surface, or where critical lighting conditions occur." The BCWCA report indicated the Mills' ceiling after Mr. Amimer's work was below a level 4 finish. I note the report cautioned that even if the ceiling were brought up to a level 4 finish with texture applied, or a level 5 finish without texture, there was no guarantee joints or fasteners in the drywall and ceiling framing would not be visible in harsh lighting conditions.
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> [emphasis added]

[25] The Tribunal's summary of the Duxbury report reads this way:

> [27] In their report, Glenn Duxbury said industry standard for such work was "an end result which is an overall, uniform finish, once sanded, primed & decorated – not necessarily without any imperfection" (reproduced as written). They said because this was repair work and not a complete renovation or new construction, or otherwise specified as a level 5 drywall finish, some imperfection was to be expected. Glenn Duxbury said they tried to arrange to view the Mills' ceiling in person, but were told they could not be accommodated. They did not review any photos of Mr. Amimer's work. So, they did not provide an opinion about its quality. Glenn Duxbury said any critical lighting condition would be irrelevant because repair work required blending. However, they did not explain why a critical lighting condition would not matter where texturing was being entirely removed, as was the case here.
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> [emphasis added]

[26] While there were no apparent concerns with the admissibility of the Duxbury report, Mr. Amimer raised a number of objections to the BCWCA report. The Tribunal dismissed them all, as follows:

a) while the BCWCA report is largely hearsay, the Tribunal may accept hearsay evidence even if it would not be admissible in a court of law (Reasons, at para. 22);

b) while Mr. Amimer suggests that the BCWCA report is unreliable and inaccurate, he did not explain this further, and the report describes Mr. Weston's observations and conclusions in an objective and neutral way (Reasons, at para. 22); and

c) while the BCWCA report did not include either Mr. Warrington or Mr. Weston's qualifications, the Tribunal can and will exercise its power to waive compliance with the ordinary requirement to provide that information since: (1) Mr. Amimer did not expressly take issue with their qualifications; and (2) given Mr. Warrington's title and Mr. Weston's role as peer reviewer at BCWCA, they are qualified to provide expert evidence on ceiling repair work (Reasons at para. 23).

[27] In the end, both reports were accepted as admissible. However, the Tribunal decided that it preferred the BCWCA report to the Duxbury report. The Tribunal explained:

> [28] Overall, I prefer the BCWCA report to the Duxbury report. I find the BCWCA report references an objective standard for drywall finish to be applied to an untextured ceiling in a critical lighting condition. I find that having seen the ceiling in person, BCWCA applied this standard to Mr. Amimer's work to come to an independent, neutral conclusion about its quality. I note that in their report, Glenn Duxbury said both BCWCA and another organization, the Drywall Finishing Council, are "a basis for factual information regarding drywall-installation and finishing. Referencing such eliminates personal bias & opinions (…)".
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> [emphasis added]

[28] The Tribunal also noted and considered Mr. Amimer's concern that Mr. Mills had not allowed Mr. Amimer to bring his own expert into the Mills' home to prepare a report on the quality of the repair work. The Tribunal dismissed this objection as follows:

> [29] I acknowledge Mr. Amimer's allegations that the Mills prevented both Glenn Duxbury and another consultant Mr. Amimer tried to engage from viewing the repair work in person. Even if this is the case, given BCWCA's position within the industry and as I have found its report objective and neutral, I find Mr. Amimer has not suffered any disadvantage in the result.
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> [emphasis added]

[29] Ultimately, based on the BCWCA report, the Tribunal found that "Mr. Amimer's work fell below a reasonable standard for ceiling repair without texture in a critical lighting condition" (Reasons at para. 30), and that Mr. Mills was therefore entitled to damages.

[30] The Tribunal then determined the quantum of Mr. Mills' counterclaim damages. Mr. Mills had tendered two estimates of the cost of repairing the ceiling: one for $7,743.75 and another for $8,741.25. These amounts were higher than both the $4,725 that Mr. Amimer had charged Mr. Mills, and the $5,000 limit on the Tribunal's small claims jurisdiction. However, the Tribunal noted that Mr. Mills was only seeking a reimbursement of the $3,000 payment he had already made to Mr. Amimer, not what it would actually cost to effect the repair.

[31] Accordingly, the Tribunal decided to simply award Mr. Mills a total of $3,000 in damages. It explained its rationale for doing so as follows:

> [31] ... Mr. Mills does not ask to be compensated for the amount it would cost to fix the ceiling to the applicable standard. Instead, he asks for reimbursement of the $3,000 he paid Mr. Amimer, so that in effect, he pays nothing under the parties' contract. Put another way, Mr. Mills asks for a full refund. Since I found Mr. Amimer is entitled to payment of the outstanding $1,725 under the contract, I find a full refund is the $4,725 total contract price.
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> [32] Mr. Mills has proven it would cost more than $4,725 to repair the ceiling to the applicable standard based on the estimates. So, I find he is entitled to the full refund he seeks. Deducting the $1,725 Mr. Amimer is entitled to for the unpaid ceiling repair work from the $4,725 Mr. Mills is entitled to for a full refund leaves a balance of $3,000 in Mr. Mills' favour. I order Mr. Amimer to pay Mr. Mills $3,000.
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> [emphasis added]

[32] Mr. Amimer was also ordered to pay Mr. Mills $123.95 in pre-judgment interest, $125 in Tribunal fees, $630 for dispute-related expenses, and post-judgment interest.

Mr. Amimer's Petition

[33] On January 29, 2024, Mr. Amimer filed the present petition with the Court. The petition has been brought under the *Judicial Review Procedure Act,* R.S.B.C. 1996, c. 241. The primary relief sought by Mr. Amimer is that the Tribunal's decision be set aside, and that the matter be remitted back to the Tribunal for reconsideration.

[34] In addition, Mr. Amimer asks for an order permitting him and any expert he retains to attend at the Mills' home to inspect their kitchen ceiling, as well as an order allowing Mr. Amimer to file a new expert report with the Tribunal further to that inspection.

[35] As has already been noted, Mr. Mills has not responded to Mr. Amimer's petition. The Tribunal filed a response to petition in which it takes no position on its outcome, other than a plea that no costs be awarded to or against the Tribunal.

[36] The petition was heard in chambers on May 29, 2024. Both Mr. Amimer and the Tribunal were represented by counsel.

[37] During the hearing, it became apparent that the primary issue in dispute was the propriety of the Tribunal's preference for the opinion of Mr. Mills' expert when Mr. Amimer's expert was denied access to the Mills' home. Mr. Amimer argued that this constituted a denial of procedural fairness or, alternatively, a substantively unreasonable finding. However, I expressed to both counsel my concern that neither had provided any jurisprudential or doctrinal authority that directly addressed this issue, which I summarized in the form of this question:

> Is it open to a decision-maker (administrative tribunal or a trial judge) to prefer the opinion of Party A's expert witness over Party B's expert witness on the basis that only Party A's expert witness had full access to the underlying facts, when Party A was responsible for denying such access to Party B?

[38] I then asked counsel for Mr. Amimer and counsel for the Tribunal to provide post-hearing written submissions on this point, which they did on June 14 and 28, 2024, respectively.

ISSUES

[39] Adjudication of this petition requires consideration of the following questions:

(a) What is the applicable standard of review?

(b) Did the Tribunal err in its assessment of the expert evidence regarding the quality of Mr. Amimer's work?

(c) If the answer to (b) is yes, what is the appropriate remedy?

ANALYSIS

Standard of Review

[40] The starting point for ascertaining the standard of review is the applicable provincial legislation. In this case, that legislation is the *CRTA.*

[41] By operation of s. 118(1) of the *CRTA* and s. 3 of the *Tribunal Small Claims Regulation,* B.C. Reg. 232/2018, the Tribunal has jurisdiction over small claims disputes up to a maximum of $5,000. As the Tribunal is not considered to be an expert tribunal with respect to such disputes, the standard of review to be applied to the Tribunal's small claims decisions is prescribed by s. 56.8 of the *CRTA*:

> 56.8(1) This section applies to an application for judicial review of a decision of the tribunal other than a decision for which the tribunal must be considered to be an expert tribunal under section 56.7.
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> 56.8(2) The standard of review to be applied to a decision of the tribunal is correctness for all questions except those respecting
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> (a) a finding of fact,
>
> (b) the exercise of discretion, or
>
> (c) the application of common law rules of natural justice and procedural fairness.
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> 56.8(3) The Supreme Court must not set aside a finding of fact by the tribunal unless:

> (a) there is no evidence to support the finding, or
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> (b) in light of all the evidence, the finding is otherwise unreasonable.
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> 56.8(4) The Supreme Court must not set aside a discretionary decision of the tribunal unless it is patently unreasonable.
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> 56.8(5) Questions about the application of common law rules of natural justice and procedural fairness must be decided having regard to whether, in all of the circumstances, the tribunal acted fairly.

[42] In other words, by operation of ss. 56.8(2)(a) and 56.8(3) of the *CRTA*, the Tribunal's findings of fact are entitled to deference on what amounts to a defined reasonableness standard. In particular, factual findings can only be set aside if either: (1) there is no evidence to support the finding; or (2) in light of all the evidence, the finding is otherwise unreasonable.

[43] As for challenges to the procedure employed by the Tribunal in adjudicating a small claims dispute, the standard of review is fairness: ss. 56.8(2)(c) and 56.8(5) of the *CRTA*.

[44] Finally, the Tribunal's discretionary small claims dispute decisions can only be set aside if they are patently unreasonable: ss. 56.8(2)(b) and 56.8(4) of the *CRTA*.

The Tribunal's Assessment of the Expert Evidence

[45] Mr. Amimer advances a two-pronged challenge to the Tribunal's consideration of the expert evidence before it. The primary one that was emphasized by his counsel at the hearing is based on Mr. Amimer's allegation that the assessment amounted to a denial of procedural fairness. While not pressed with as much vigour, Mr. Amimer also argues that the assessment was substantively unreasonable.

[46] I will address these two submissions in turn.

Was the Tribunal's Assessment Procedurally Unfair?

[47] Mr. Amimer says that the Tribunal erred in finding that Mr. Amimer was not disadvantaged by the fact that, by reason of Mr. Mills' refusal to provide access to his home, Mr. Amimer could not arrange for his own expert to inspect the ceiling

repair work. Mr. Amimer says that the Tribunal ought to have taken "corrective steps" by adjourning the hearing and requiring Mr. Mills to permit an inspection to be conducted by Mr. Amimer's expert. Mr. Amimer argues that this amounts to a denial of procedural fairness which warrants the setting aside of the Tribunal's decision.

[48] However, counsel for Mr. Amimer was unable to identify any legislative or jurisprudential authority in support of these assertions. Instead, counsel for Mr. Amimer simply noted caselaw from Ontario which stands for the proposition that Deputy Judges of the Ontario Small Claims Court have jurisdiction to order the pre-trial inspection of property in a proper case: *Riddell v. Apple Canada Inc.,* 2017 ONCA 590 and *National Service Dog Training Centre Inc. v. Hall,* (2013) O.J. No. 3216, 2013 CanLII 41924 (ON SCSM).

[49] As was acknowledged by its counsel, there is no dispute that the Tribunal also has the authority to order a party to submit to an inspection of its property: *CRTA,* ss. 38 and 61. However, Mr. Amimer never requested that such an inspection order be issued. Therefore, the issue is whether: (1) the Tribunal was nevertheless obligated to issue one on its own initiative, and (2) since the Tribunal did not, was Mr. Amimer denied procedural fairness?

[50] In my view, there is no such obligation. Neither the *CRTA* nor the Tribunal's procedural Rules adopted pursuant to s. 62 of the *CRTA* requires the Tribunal to adjourn a hearing when a party alerts the Tribunal to the fact that the other party has denied access to inspect property in the absence of an actual request for such relief. In addition, I am not aware of any common law authority for such a proposition, or for the notion that a tribunal's failure to adjourn and order an inspection constitutes a denial of procedural fairness when such relief was never requested.

[51] With respect to the latter, this would also seem to be contrary to the well established principle that denials of procedural fairness should generally be raised at the earliest possible opportunity in the forum where they arise so that the decision-maker has an opportunity to address them (Blake S., *Administrative Law in Canada*, 6th ed., (Toronto: LexisNexis Canada, 2017, at 9.64), referenced in *R.N.L.*

Investments Ltd. v. British Columbia (Agricultural Land Commission), 2021 BCCA 67 at para. 72). If they are not, the party may be precluded from raising them on judicial review. This principle was clearly expressed by the Federal Court of Appeal in *Hennessey v. Canada*, 2016 FCA 180 at para. 21:

> A party must object when it is aware of a procedural problem in the first-instance forum. It must give the first-instance decision-maker a chance to address the matter before any harm is done, to try to repair any harm or to explain itself. A party, knowing of a procedural problem at first instance, cannot stay still in the weeds and then, once the matter is in the appellate court, pounce.

[52] Furthermore, I am not prepared to create a judicial precedent that would establish a requirement that the Tribunal must take, on its own initiative, "corrective steps" along the lines suggested by counsel for Mr. Amimer when circumstances such as those in the case at bar arise. I am concerned that to do so would be inconsistent with the Legislature's intention that the Tribunal be able to provide dispute resolution services that are accessible, speedy, economical, informal, and flexible: *CRTA,* s. 2(2). This is because it would effectively require the parties to incur the time and expense of obtaining additional evidence in situations where the benefits of doing so may only be marginal at best.

[53] It must also be noted that this was not a case in which a party's refusal to allow access to property for an inspection resulted in an absence of helpful expert evidence. Mr. Amimer's sole concern was that Mr. Mills' actions had deprived him of the opportunity to present his own additional report. The Tribunal acknowledged Mr. Amimer's concern, but felt it was unfounded since the Tribunal already had the benefit of the BCWCA report which it found to be objective and neutral: Reasons at paragraph 29. In my view, this conclusion was open to the Tribunal in this particular case and does not constitute a reviewable error.

[54] Indeed, Mr. Amimer's position appears to be based on the assumption that expert opinions will always favour the party that arranges for them. Such an assumption cannot be accepted given that all experts have a duty to give fair, objective, and non-partisan evidence: *White Burgess Langille Inman v. Abbott and*

Haliburton Co., 2015 SCC 23, esp. paras. 10, 32 and 46. Accordingly, it is permissible for a tribunal to rely on the opinion of a single expert so long as the decision-maker is satisfied that the expert has fulfilled this duty.

[55] In sum, I do not find that the Tribunal's consideration of the parties' expert evidence amounted to a denial of Mr. Amimer's right to procedural fairness. This aspect of Mr. Amimer's challenge to the Tribunal's decision is rejected.

Was the Tribunal's Assessment Substantively Unreasonable?

[56] There are two elements to Mr. Amimer's secondary argument that the Tribunal erred in finding that his repair work was deficient.

[57] The first is his assertion that the BCWCA's report that was relied on for this conclusion should have been ruled inadmissible. This is because:

(a) the author of the report, Mr. Warrington, did not personally inspect the repair work;

(b) the person who inspected the property, Mr. Weston, did not write or sign the report; and

(c) neither Mr. Warrington nor Mr. Weston provided a C.V. or any enumeration of their respective education, training, or experience.

[58] As noted above at para. 26, Mr. Amimer made all of these objections to the Tribunal and they were dismissed. The Tribunal provided clear reasons for doing so.

[59] In particular, the Tribunal explained that it can accept hearsay evidence even if it would not be admissible in a court of law. This is a correct statement, as per ss. 42(1)(a) and (2) of the *CRTA*:

> 42(1) In conducting a hearing, the tribunal may do any or all of the following:
>
> (a) receive, and accept as evidence, information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law;
>
> ...

> (2) The tribunal is not bound by the rules of evidence, but may not admit evidence that is inadmissible in a court because of a privilege under the law of evidence or otherwise.

[60] The Tribunal also correctly noted that while the Tribunal's Rules ordinarily require experts to state their qualifications in their reports (Rule 8.3(2)), that requirement can be waived (Rule 1.2(2)), which the Tribunal did in this case.

[61] I can see no reviewable errors here. Furthermore, the Tribunal's waiver of the expert qualification listing requirement is discretionary and cannot be interfered with unless it is patently unreasonable. The two reasons offered by the Tribunal for exercising this discretion meet this highly deferential standard. Therefore, the admission of the BCWCA report into evidence is not a basis for impugning the Tribunal's decision.

[62] Finally, Mr. Amimer submits that the BCWCA report contains a large number of deficiencies such that it should have been rejected or given little weight. They include insufficient support for the report's discussion of critical lighting conditions, how to judge gypsum wallboard applications, what level of finish is applicable in critical lighting, and a lack of discussion of the terms of the parties' contract.

[63] I am unable to accede to this argument, which amounts to an invitation to reassess the report and reach a different conclusion on whether it shows that Mr. Amimer's work fell below the requisite standard. This I cannot do on a judicial review application in which the Tribunal is entitled to deference in accordance with s. 56.8(3) of the *CRTA*. Applying the standard of review prescribed by that provision, I accept that the BCWCA report is evidence that justifies the Tribunal's conclusion that Mr. Amimer's repair was deficient, and that this conclusion is not unreasonable in light of all of the evidence that was before it.

[64] Accordingly, I find that this ground for challenging the Tribunal's decision has not been substantiated either.

Remedies

[65] I have concluded that none of the arguments advanced by Mr. Amimer to challenge the Tribunal's decision are well-founded. As such, the now hypothetical issue of what remedies may have been appropriate need not be considered, and I decline to do so.

DISPOSITION

[66] Mr. Amimer's petition is dismissed.

[67] As Mr. Mills did not respond to this petition, and the Tribunal is not seeking a costs award, no costs are payable by or to any of the parties.

"Brongers J."