|  |  |
| --- | --- |
| **COURT FILE NUMBER** | Clerk’s Stamp |
| **COURT** | KING’S BENCH OF ALBERTA |
| **JUDICIAL CENTRE** | EDMONTON |
| **PLAINTIFF** |  |
| **DEFENDANT** |  |
| **DOCUMENT** | **STATEMENT OF DEFENCE** |
| **PARTY FILING THIS DOCUMENT** |  |
| **ADDRESS FOR SERVICE AND CONTACT INFORMATION OF****PARTY FILING THIS DOCUMENT** |  |

**Statement of facts relied on:**

1. Except as may be expressly admitted herein, the Defendants, NAME OF DEFENDANTS (hereinafter “these Defendants”) denyeach allegation set forth in the Statement of Claim unless specifically stated herein andput the Plaintiff to the strict proof thereof.

**Any matters that defeat the claim of the plaintiffs:**

1. These Defendants deny each and every allegation contained in the Statement ofClaim filed by the Plaintiff in this action.
2. In answer to the Statement of Claim, these Defendants state that if the defects complained of in the Statement of Claim exist as alleged, or at all, which is not admitted but denied, then these Defendants state that the Plaintiff has not suffered the loss and damage as alleged, or at all.
3. These Defendants state that they entered into a Membership Agreement with NAME OF BUILDER (“the Builder”). The Membership Agreement provided for limited home warranty coverage of homes registered by the Builder in the home warranty program (hereinafter “the Program”). On or about DATE, a home warranty insurance policy was issued and provided to the Plaintiff, describing coverage, limitations and exclusions (hereinafter “the Warranty”).
4. These Defendants state that coverage for the defects claimed by the Plaintiff are not covered by the Warranty either due to exclusions, failure to mitigate or claims which do not fall within the definitions of the Warranty.
5. These Defendants state that coverage for a number of the defects claimed by the Plaintiff in the Statement of Claim was provided and repairs were made and paid for by these Defendants.
6. These Defendants deny that they are liable to the Plaintiff, as alleged or at all, pursuant to the Warranty, any contract, or otherwise, for the loss and damage set out in the Statement of Claim.
7. Further, or in the alternative, these Defendants state that in respect of the defects described by the Plaintiff, if the Plaintiff suffered the loss and damage as alleged, or at all, all of which is not admitted but denied, then these Defendants state that the defects and resulting loss and damage were caused solely by, or contributed to, by the negligence of the Builder, particulars of such negligence are set out in the Statement of Claim and are hereby repeated and pled.
8. Further, or in the alternative, these Defendants state that in respect of the claims, if the Plaintiff suffered the loss and damage as alleged, or at all, all of which is not admitted but denied, then these Defendants state that the defects and resulting loss and damage were caused solely by, or contributed to, by the negligence andreach of contract of the Builder, particulars of which included but are not limited to:
	1. In failing to comply with their obligations under the Membership Agreement;
	2. In failing to respond to the Plaintiff in a timely fashion as required under the Warranty;
	3. In failing to complete the work in a good and workmanlike manner as required under the Membership Agreement;
	4. In failing to advise these Defendants of the defects;
	5. Such further and other particulars of negligence, contributory negligence and breach of contract as will be proven at the trial of this action.
9. These Defendants specifically deny any refusal, failure, or neglect on their part to pay any amounts to the Plaintiff under the Warranty, and these Defendants further state that they have fully honored their obligations contained within the Warranty referred to herein.
10. These Defendants specifically deny breach of any duty of care or breach of contract as alleged, or at all.
11. These Defendants deny that the Plaintiff is entitled to indemnification, pursuant to the Warranty, as alleged, or at all.
12. Further, or in the alternative, if the Plaintiff sustained the loss and damage as alleged, or at all, which is not admitted but denied, then the Plaintiff has failed to mitigate their loss and damage as required by law, or at all.

**Remedy sought:**

1. Dismissal of the Plaintiff’s claims;
2. Costs of the action on a full indemnity basis.