

Citation: *Tr'ondëk Hwëch'in Government v. Lanteigne*,  
2025 YKSM 2

Date: 20250228  
Docket: 23-DC001  
Registry: Dawson City

**SMALL CLAIMS COURT OF YUKON**  
Before His Honour Chief Judge Cozens

TR'ONDËK HWËCH'IN GOVERNMENT

Plaintiff

v.

NICK LANTEIGNE and  
LANTEIGNE TREE SERVICES

Defendants

Appearances:  
David Ezzard  
Nick Lanteigne

Appearing on behalf of the Plaintiff  
Appearing on behalf of the Defendant

**REASONS FOR JUDGMENT**

[1] The Plaintiff, Tr'ondëk Hwëch'in Government ("Tr'ondëk") has brought a Claim against the Defendant, (Zachariah) Nick Lanteigne and Lanteigne Tree Services (collectively "Lanteigne") for breach of contract for services provided by Lanteigne to Tr'ondëk.

[2] Tr'ondëk entered a written Service Contract (the "Contract") with Lanteigne for firesmarting at Moosehide Village in the Dawson City area. Tr'ondëk claims that Lanteigne did not properly provide tree-cutting services, in that Lanteigne did not cut

down trees as required to provide the proper spacing between trees. Lanteigne also did not complete firesmarting for all the area that was to be firesmarted.

[3] Lanteigne acknowledges not having completed firesmarting for the total area required in the Contract but denies having breached the contractual requirement with respect to the spacing of trees.

[4] The Contract filed in Court at trial states that it was effective as of January 3, 2023. The bottom of each page and the signature page were all signed by Lanteigne on January 3, 2023. The Contract was signed by Tr'ondëk Executive Director Brenda Butterworth-Carr, however the Contract itself was not dated, nor was there any indication as to when Ms. Butterworth-Carr signed the Contract.

[5] In the circumstances, however, I am content that the Contract as drafted represented the expectations and obligations of the parties.

[6] The Contract was to commence December 19, 2022, and run until March 31, 2023. The work consisted of firesmarting brush and fire fuel control, in accordance with Lanteigne's quote #4.

[7] Quote #4 reads in part:

Firesmart, canopy raise to shoulder height.

4' stump spacing. Burn on the spot underbrush, limbs, combustible material) etc.  
Pile of bucked wood

[8] Quote #4 provided for the firesmarting of 1.7 hectares of land, for a total price of \$22,500.01, plus GST of \$1,125.

## **Witnesses**

[9] Dave Ezzard had carriage of the case for Tr'ondëk. In addition to himself, also called as witnesses for the Plaintiff were Brian Douglas and Kyle MacDougall. Mr. Douglas was the Regional Protection Manager with Wildlife Fire Management for Dawson City, and Mr. MacDougall was the Regional Protection Officer for the Klondike region.

[10] Zachariah (Nick) Lanteigne testified for Lanteigne.

[11] This is one of the rare cases where I found all the witnesses to be credible witnesses who provided reliable evidence. As such, I will not review the evidence of these witnesses in detail, but will set out only the evidence that I find relevant to my findings.

[12] There is little dispute between the witnesses as to the work that was and was not completed. The central issue in this case is what the contractual obligation for stump spacing was.

[13] The Transfer Payment Agreement dated October 27, 2020, between the Government of Yukon and Tr'ondëk (the "Transfer Agreement"), contains an Appendix A: FireSmart Treatment Prescription (the "Prescription"). In the Prescription is a requirement for stem spacing of 3 – 4 metres of conifer trees. Tr'ondëk relies on the Transfer Agreement and Prescription for its position that Lanteigne did not comply with its obligations under the Contract.

[14] With all due respect, I disagree. Lanteigne was bound by the terms of the Contract, not the terms of the Transfer Agreement. Tr'ondëk should have assured that the Contract complied with the requirements of the Transfer Agreement. Tr'ondëk did not. There is no indication that Lanteigne would have been aware of the existence of the Transfer Agreement, and there is nothing in the Contract that obliged Lanteigne to comply with the Transfer Agreement. As Mr. Douglas testified, Lanteigne should have been made aware by Tr'ondëk of the spacing requirements under the Transfer Agreement, and the quote and final Contract should have reflected the requirements of the Transfer Agreement. This, however, was not done.

[15] The evidence shows that, to the extent that Lanteigne completed work under the Contract, the work complied with Lanteigne's contractual obligations, even if it did not comply with Tr'ondëk's obligation to the Government of Yukon under the Transfer Agreement. That, however, is Tr'ondëk's problem, not Lanteigne's.

[16] I accept the evidence that Lanteigne was only able to complete .8 hectares of the 1.7 hectares required under the Contract, notwithstanding that Lanteigne believed that close to half of the 1.7 hectares had been completed. I accept the evidence that an additional .1 hectare had some work done by employees of Lanteigne, but this work was unfinished and not in accord with the terms of the Contract. Lanteigne agreed that he should only be paid for the work done under the Contract, and that he would reimburse Tr'ondëk for any monies paid for work not completed.

[17] As such, Lanteigne should have been paid \$10,588, plus GST of \$549, for a total of \$11,137. In fact, Lanteigne invoiced and was paid a total of \$16,183.98. The Plaintiff has claimed for \$12,487.50.

[18] With the agreement of Wildlife Management officials, Tr'ondëk made an arrangement for the .9 hectares of land that Lanteigne had worked upon to be firesmartered in accordance with the requirements under the Transfer Agreement. The cost for this work to be completed was \$12,048.75. I find that this additional expense is not a factor in determining the extent of any liability Lanteigne has to Tr'ondëk.

[19] I find that Lanteigne owes Tr'ondëk the amount of \$5,046.98, and award Tr'ondëk judgment for that amount.

[20] I order post-judgment interest pursuant to the *Judicature Act*, RSY 2002, c. 128, from May 1, 2025. I decline to order pre-judgment interest.

[21] I decline to order any costs, as each party has been somewhat successful.

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COZENS C.J.T.C.