

Claim No: 314644

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA

Cite as: Robinson v. Myers, 2009 NSSM 45

BETWEEN:

ALEXANDER F. ROBINSON

Claimant

- and -

AMANDA MYERS

Defendant

REASONS FOR DECISION

BEFORE

Eric K. Slone, Adjudicator

Hearing held at Halifax, Nova Scotia on August 31, 2009

Decision rendered on September 1, 2009

APPEARANCES

For the Claimant self-represented

For the Defendant self-represented

BY THE COURT:

- [1] This claim arises out of the break-up of a domestic relationship.
- [2] These parties have two children together. The Claimant moved out of the apartment that they rented together in April 2009, leaving behind many personal items and, most significantly for this case, a fridge and stove that he had purchased for the family some eight months earlier.
- [3] He has retrieved most of his property, but now wishes to take possession of the fridge and stove. He also sues for \$1,568.04, which was the balance of a Nova Scotia Power bill which he says was supposed to have been the Defendant's responsibility.
- [4] Dealing first with the fridge and stove, the Defendant's evidence is that when he moved out he said that the Defendant could use the appliances until he needed them. The Defendant recalls him saying that he could keep the appliances which, after all, are necessary for the feeding of his children.
- [5] There has been considerable upheaval and animosity in the months since the separation, and the Claimant is no longer feeling generous toward the Defendant.
- [6] It is not my function to get too deeply involved in the details of the relationship, but it seems clear that when these appliances were bought, despite the fact that they were paid for by the Claimant, their purpose was to provide a necessary function for the family as a whole. It is hard to

believe that had the Claimant been asked at that time, when the relationship was presumably positive, that he would have stated that these appliances were his and his alone, and that they could be taken with him if and when he left the home. As such, it seems more credible to me that upon his leaving, he would have stated that the Defendant could continue to use them indefinitely, which really amounts in law to a surrender of title.

[7] I decline to order that these appliances be returned to the Claimant, as I find that the Defendant has an equally valid claim to their ownership. This branch of the claim is dismissed.

[8] As for the power bill, the evidence was that there was an agreement to share expenses in a particular way. The Claimant was to pay the rent, while the Defendant was to pay utilities. Because the Defendant had a poor credit rating with Nova Scotia Power, it was agreed that the bill would be placed in the name of the Claimant, but the Defendant would make the payments.

[9] It appears that there was a budget plan in effect that called for level payments every month, but that amount was probably inadequate and as a result a deficit in the account developed. When the bill was finally switched over to the Defendant's own name, the balance of \$1,568.04 remained owing and Nova Scotia Power is pursuing collection against the Claimant.

[10] The Defendant places some of the blame on the fact that the Claimant's father was living with them, and speculates that his extra power usage ran up the bill. Whether or not that is true, the Defendant should have seen

the balance growing and might have done something about it earlier. It was her responsibility and she cannot expect the Claimant simply to pay it with no accountability.

[11] I therefor order the Defendant to pay the Claimant the sum of \$1,568.04 plus costs of \$89.68, for a total of \$1,657.72.

Eric K. Slone, Adjudicator