Claim No: 371843

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA

Cite as: Verge v. Sparks, 2012 NSSM 6

BETWEEN:

SCOTT VERGE

Claimant

- and -

ULYANA V. SPARKS and LORNE C. SPARKS

Defendants

REASONS FOR DECISION

BEFORE

Eric K. Slone, Adjudicator

Hearing held at Dartmouth, Nova Scotia on February 14, 2012

Decision rendered on February 20, 2012

APPEARANCES

For the Claimant self-represented

For the Defendants self-represented

BY THE COURT:

[1] The Claimant and the Defendants are neighbours in the Lake Loon area of Dartmouth. Lorne Sparks is a pensioner who lives with his wife, the Defendant Ulyana Sparks, and his child, in a mini-home. The Claimant and his wife had recently moved into another mini-home in the area and the two families became somewhat friendly.

[2] In about November 2011, during what was initially a social visit, Mr. Sparks mentioned to the Claimant that he was interested in having a couple of exterior lights installed at the back of his home. He knew that the Claimant was in the electrical business. The Claimant indicated that he could do this.

[3] This is where the evidence diverges. According to the Claimant, he gave Mr. Sparks a written quote that indicated an hourly rate of $60.00, plus a ballpark estimate of 12 to 14 hours to do the work. He says that he received the go ahead, did the work (in fewer hours than originally estimated) and presented a bill dated November 18, 2011 totalling $806.95, comprised of $306.95 for materials and a discounted labour charge of $500.00, based on ten hours at $50.00 per hour. Evidently the Claimant does not charge HST. The bill also indicated that a further discount of $250.00 would be applied if the Defendant paid it before December 1, 2011.

[4] The position of the Claimant is that the Defendant (or Defendants) have simply refused to pay for work they authorized and that he performed.

[5] The Defendants tell a different story. They say that they never received a written quote. Rather, they asked how much it would cost, to which the Claimant

replied “not much; don’t worry about the cost,” which they took to mean that it would be minimal. Mr. Sparks thought that this would be a really small job, and says that he told the Claimant that he was short of money, living as he did on a small pension. He thought the Claimant was a friend, and that this was something of a favour being extended. On this basis he gave the Claimant the go-ahead.

[6] Both the Defendants say they were shocked at the size of the bill. Moreover, there were problems with the work. At one point, the Claimant drilled into something which appears to have caused the hall light to stop working. This has never been fixed. Also, there was a small fire in the electrical panel the same evening that the Claimant concluded his work, and shortly thereafter the Defendants began to have problems with their water pump. Soon thereafter they had the pump replaced at a cost of $366.84, which amount they seek to recover by way of counterclaim.

[7] The Claimant denies that anything he did could have caused this fire or the failure of the water pump. All he did, he says, was add another circuit to the board and attach two new lights.

[8] I am unable to find on the evidence presented that the Claimant caused the problems with the water pump. According to the evidence, they had had previous water pump problems. This part of the counterclaim is not proved.

[9] To make matters more contentious, when the Defendants refused to pay the bill the Claimant created and erected a neon-green sign on his front lawn, naming the Defendants and telling them to “pay your bill.” This was

embarrassing to the Defendants as they have friends and relatives who walk by the Claimant's mini-home frequently.

[10] The Claimant took great pains to portray himself as a professional electrician. The act of posting this sign does not jive with that image. It was a vindictive and petty act, out of all proportion to the bill. It sought nothing less than to shame and embarrass the Defendants, and bully them into paying the bill.

[11] The Defendants ask for damages for defamation as a result or the posting of this sign. I must inform them that this court has no jurisdiction in matters of defamation. Even so, it strikes me not so much as defamatory, as simply an unworthy public airing of what should have been a private dispute.

[12] On the whole, I found the Defendants to be more credible than the Claimant, who tried to spin the scenario as some routine quote on an electrical job when it clearly was much less formal than that. I also accept that the Defendants were short of funds and the Claimant ought to have known that $800.00 was a lot of money to them. Indeed, if one adds up the amount that might have resulted from 12 to 14 hours at $60.00 per hour, plus materials, the estimate could potentially have run well over $1,000.00. I find that the Defendants would never have proceeded believing that their responsibility could run to that amount.

[13] In my view, the Claimant did not have the authority to run up this magnitude of a bill. I find as a fact that the Defendants did not receive the written quote that the Claimant says he provided.

[14] Even so, the Claimant spent some money and put in some work. It would not be justice for him to be out of pocket.

[15] The bill for parts is itemized and totals $306.95. Many of the items shown are rounded off numbers, such as $5.00 or $10.00. Common experience is that these items are not priced this way in stores, and I very much doubt that these are the actual prices. The Claimant obviously did not take much care to pass on his actual costs, and there is no good reason to trust the accuracy of the parts bill. I will allow $250.00 as my best estimate of his real cost.

[16] I will also allow a nominal amount for labour, namely $75.00. As indicated, I do not believe the Claimant had authority to work at his claimed hourly rate.

[17] The Claimant is accordingly entitled to judgment for $325.00.

[18] I reject his claim for interest. There was a legitimate dispute which the Defendants had a right to test in court.

[19] As for costs, I will allow the $91.47 filing fee but not the claim for $175.00 for personal service of the documents. This was an expense out of all proportion to the size of the claim. The Claimant knew where the Defendants lived, and he has not justified the use of a process server. I further refuse to allow this claimed expense to express my distaste for the Claimant's highhanded method to try and shame the Defendants into paying his bill.

[20] I am also restricting the judgment to Mr. Sparks. The original bill (and even the disputed written estimate) was only directed to Mr. Sparks. I take this as an indication that the Claimant believed he was dealing with Mr. Sparks. His

explanation fo why he sued them both was that, he believed, Ms. Sparks was a co-owner of the home, which may or may not be the case. Ms. Sparks is not liable for this judgment.

[21] There will be a judgment against Mr. Sparks for $416.47.

Eric K. Slone, Adjudicator