

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA

Cite as: Roode & Rose Plumbing and Heating v. Blanchard, 2012 NSSM 57

BETWEEN:

ROODE & ROSE PLUMBING AND HEATING

Claimant

- and -

JONATHAN BLANCHARD and KIM BARRO

Defendants

REASONS FOR DECISION

BEFORE

Eric K. Slone, Adjudicator

Hearing held at Dartmouth, Nova Scotia on October 30, 2012

Decision rendered on November 1, 2012

APPEARANCES

For the Claimant Clarence Rose, owner

For the Defendants self-represented

BY THE COURT:

[1] This is a dispute over the price of a bill rendered for work to install a water line to a refrigerator and to hook up a new gas range at the home of the Defendants.

[2] The issue is not quality of the work. The Defendants concede that the work was done satisfactorily. They simply believe they have been overcharged.

[3] The Claimant is a company that does both large and small plumbing and heating jobs. As explained by Clarence Rose, the owner of the company, it is not worth their while to give written estimates on small jobs because the cost of taking a trip out to look at the work would make the job unprofitable. As such, when the Defendant, Mr. Blanchard, telephoned the Claimant's office, he was only given a very rough indication of what the job might cost. He said that he was told by the office employee, Lindsay Houghton, that the typical cost to hook up a gas range was in the \$350 range. It is not clear from the evidence whether they discussed the cost of hooking up the water line to the fridge. Mr. Blanchard said that he spoke to another plumber who told him it would be about \$50, but this evidence can in no way bind the Claimant in this case.

[4] Derek Fraser was the technician sent out to do the job. He arrived at the house of the Defendants at approximately 12:15 p.m. on May 28, 2012, and eventually left the home at about 5:30 p.m. In between, he made several trips to buy supplies. In the end, the bill reflected 5.5 hours of labour calculated as \$99 for the first hour and \$85 an hour for each of the additional 4.5 hours for a total

of \$481.50. The materials portion of the bill added up to \$509.62, and together with HST the total bill was \$1,139.79.

[5] Mr. Blanchard was the only one of the two Defendants who testified, as his spouse, the Defendant Kim Barro, had no dealings with the Claimant. Mr. Blanchard questioned the labour charge because he did not believe that Mr. Fraser should charge for all of the time that he was out purchasing supplies. As for the materials charge, Mr. Blanchard questioned some of the items. For example, he objected to being charged for lengths of piping or tubing when not all of it was actually used on his job.

[6] Mr. Rose explained that they purchase the supplies in set lengths and use what they need, and the rest is typically discarded. As for why the Defendants were charged for time when Mr. Fraser was out obtaining supplies, Mr. Rose explained that they cannot equip their trucks with all possible supplies that might be needed for a job, and particularly one where they had not quoted in advance.

[7] As indicated earlier, Mr. Blanchard did not take exception with the quality of the work. He indicated that he felt \$600 was an appropriate charge.

[8] In my view, this was a contract for work to be done on a time and materials basis. Mr. Blanchard apparently did not ask what the hourly rate was, and must be taken to have agreed that he could be charged at the usual rates being charged by this contractor. On the face of it, it does not seem unreasonable for a skilled technician with a service vehicle containing tools and supplies being dispatched to a small job to be charged out at the rate that was charged here. Nor am I prepared to pick away at the materials purchased and

charged. I am prepared to accept the evidence of the Claimant that these items were necessary, and I am not prepared to discount them on the basis that some credit should be given for lengths of pipe or tubing not used. Perhaps it would have been better for the Claimant to leave behind the scrap items to make clear to the Defendants that they had paid for this material and could salvage what they wanted out of the unused items.

[9] As is so often the case, this dispute was caused by a communication failure. However, I believe the Claimant has satisfied the requirements to be entitled to collect its bill in full.

[10] While this may be a mere technicality, I do not believe that the Claimant had any form of action against Ms. Barro - with whom there was no communication or contact of any kind - and the judgment will go against Mr. Blanchard only.

[11] The amount of the judgment will be for the total amount of the bill, namely \$1,139.79 plus \$91.47 for issuing the claim. I am also prepared to allow one half of the service costs, namely \$75 plus HST for a total of \$86.25. I disallow the other half on the basis that Ms. Barro was not the proper party to this claim.

Eric K. Slone, Adjudicator