

Claim No. SCCH 416986

Date: 20130912

Small Claims Court of Nova Scotia

Cite as: Hotel N.S. Ownership Limited Partnership v. Infonex Inc., 2013 NSSM 34

Between

Hotel N.S. Ownership Limited Partnership

1181 Hollis St.

Halifax Nova Scotia

B3 H 2 P6

Claimant

and

Infonex Inc.

360 Bay Street, Suite 900

Toronto, Ontario

M5H 2V6

Defendant

ORDER

This matter involved a contract between the parties wherein the defendant was holding a seminar at the claimant's hotel on November 27 and 28th 2012. The contract was specific as

to what would be provided and the arrangements as to the set-up of the conference room which arrangements were all made in advance.

The claimant provided documentary evidence and testimony of service provided. The total bill came to \$6313.97 was itemized in exhibit C3.

Both parties acknowledged that the claimant was provided with a list of allergies from the person who will be chairing the seminar for the defendant. The claimant acknowledged that it did not address this issue however it was prepared to provide a deduction or discount of \$840.63. This offer was not accepted by the defendant and there is no contractual obligation as this was a gratuitous promise without consideration and therefore not binding on the claimant.

The claimant brought forward a number of problems in addition to the allergy issue which included the room itself and the temperature within the room. Vermin, which were sighted by people at the conference and food quality, specifically mold present on the food offered in the morning.

As a result of the above complaints alleged by the defendant it was forced to offer a discount to potential future participants in future conferences. The defendant in his counterclaim indicated that the cost to the defendant was \$16,000.00. By the time it ended up in court the claim was \$10,000 however there were only seven credit notes accepted at this particular point in time which would amount to \$3500.00 plus HST. There were no specific details on these credit notes.

The claimant has shown that it provided the services pursuant to a contractual agreement with the defendant and a provided the services as enumerated in exhibit referred to above. There is insufficient supporting evidence for the claims raised by the defendant except for the allergy to the chair which both parties agreed existed. There is no doubt the claimant was negligent in

not addressing the allergy issue at any time or at least until the chair became ill. The difficulty is quantifying an amount for that injury. While the claimant is not contractually obligated I will accept the amount of \$840.63 as damages related to that particular issue. The claimant has not asked for prejudgment interest or interest on its outstanding account with the defendant and so therefore I will order none.

It is therefore ordered that the defendant pay the claimant the following sums:

\$6313.97

less \$840.63

plus \$193.55 court costs

plus \$152.55 service costs

\$5819.44 total

Dated at Halifax this 12th day of September 2013