

IN THE SUPREME COURT OF NOVA SCOTIA
Citation: DLC Electrical Inc. v. Oxford, 2008 NSSC 157

Date: 20080528
Docket: SK 261492
Registry: Kentville

Between:

D.L.C. Electrical Incorporated

Plaintiff

v.

**Murray Oxford and
Valerie Oxford**

Defendant

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Judge:

The Honourable Justice Gregory M. Warner

Heard:

January 14 to 18, 2008 at Kentville, Nova Scotia

Final Submission:

February 22, 2008

Counsel:

Andrew Waterbury, Solicitor for **D.L.C. Electrical Incorporated**,
Plaintiff/Defendant by Counterclaim

William M. Leahey, Solicitor for **Murray Oxford and Valerie
Oxford**, the Defendants/Plaintiffs by Counterclaim

Subject:

Residential Construction

Summary:

Owners hired an electrical contractor to carry out electrical construction for a new high-end residence. No electrical or mechanical plans or specifications were provided to the contractor who quoted, at the request of the owners, on the minimal standards of the Canadian Electrical Code. A dispute arose during the contract respecting invoices submitted by the contractor for extras, that the owners believed were within the quoted contract price. The contractor eventually abandoned the job when the owners refused to pay the invoices. The owners hired another contractor

to complete and claimed for the cost of completing the contract. The owners also claim that the contractor damaged the property by the careless drilling of a hole for an electrical outlet and counterclaimed for damages.

Issue:

- 1) What was the contract? Were there extras?
- 2) Did the contract change?
- 3) Whether the contractor breached the contract when he abandoned or whether the owner breached the contract by failing to pay?
- 4) Did the contractor cause damage and, if so, is the damage claim reasonable.

Result:

- 1) Contract interpreted. Some amounts claimed by the contractor were beyond the contract price but authorized. The contractor was entitled to payment for extras.
- 2) The contract did not change during construction to a “time and materials” contract.
- 3) The owners had not paid the contractor what it was entitled to when it abandoned the job, so the contractor was not liable to the owners for the extra cost to complete the electrical work.
- 4) The contractor caused damage and was liable to the owner for the proposed remediation cost.

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