

Claim No: SCBW 432367

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA

Cite as: Greenlaw v. Racicot, 2014 NSSM 80

BETWEEN:

BEVERLY LYNN GREENLAW

Claimant

- and -

IAN RACICOT

Defendant

REASONS FOR DECISION

BEFORE

Eric K. Slone, Adjudicator

Hearing held at Bridgewater, Nova Scotia on December 15, 2014

Decision rendered on December 29, 2014.

APPEARANCES

For the Claimant Self represented

For the Defendant Self represented

BY THE COURT:

[1] The Claimant, Beverly Lynn Greenlaw, is suing the Defendant, Ian Racicot,¹ to recover the balance owing on a personal loan. The Defendant disputes that he owes as much as the Claimant is seeking.

[2] The parties were in a personal relationship at the time, in December 2012, when a total of \$6,500.00 was advanced to the Defendant. The loan was in two instalments for two distinct purposes; \$3,500.00 was to help the Defendant acquire a new vehicle; \$3,000.00 was to help with his tuition for a the co-op portion of a course that was part of his training to become a certified electrician.

[3] There is some significance, as will be mentioned, to the fact that the parties ended their relationship about six weeks after the loans were advanced. At the time of the advances, there was some discussion about opportunities that the Defendant might have to work off the debt with work as an electrician and other jobs. In particular, the Claimant was constructing an addition to her veterinary clinic and it was hoped that this would provide a sufficient chunk of electrical work that could be offset against the loan. The Claimant also contends that the Defendant planned to repay the loan in early 2013, at least in part, from his employment insurance when it was received.

[4] The Defendant does not dispute the advances. He says that the Claimant insisted on helping him financially, and that the loans were not his idea. He did not go so far as to suggest that they were gifts, however.

¹The Defendant pointed out that his name was wrongly spelled on the claim form, as Raciot rather than Racicot. The style of cause is amended to reflect the correct spelling.

[5] Mostly, the Defendant takes issue with the credits that the Claimant has applied to arrive at what she says is owing, namely \$4,940.00. In a written reconciliation, the Claimant credits the Defendant with a number of repayments (totalling \$750.00) and lists a number of jobs that he did for her, which she values at \$15.00 per hour for general unskilled labour and \$25.00 per hour for electrical work. The total for these jobs is \$790.00, covering a period from late 2012 to May 2014.

[6] The Defendant testified that there were jobs he did which were not shown on the Claimant's list, but the Claimant clarified that these "jobs" were from before the loan and while the two were in their personal relationship. These tasks clearly had nothing to do with the loan agreement, and were of the nature of things that partners in a relationship do for one another. Jobs done after they split up were clearly for monetary consideration.

[7] The Defendant also complained that his time was worth more than \$15.00 for general labour and \$25.00 for electrical work.

[8] He also complained that he was not given the opportunity to do the major wiring job. He says that the Claimant called him on short notice at a time when he was not available, and when he could not do it she hired someone else rather than wait for him.

[9] The question of what the Defendant's time was worth is not an easy one, in the absence of some evidence. The Defendant did not supply any evidence of his general credentials, nor any evidence of what he had been able to earn at

other jobs. He did not even make a suggestion as to what the appropriate numbers should be. He appears to have rested his position simply on the fact that he is a mature individual whose time is worth more than \$15.00 per hour.

[10] The court can take general notice of the fact that the minimum wage in Nova Scotia is slightly above \$10.00. The kinds of general jobs described, such as bringing in wood from outside and cleaning a basement, do not appear to be jobs that would merit a substantial premium. As for electrical work, this totals only seven hours in early 2013 at a time when the Defendant was still training to be an electrician. The rate of \$25.00 per hour seems reasonable on its face.

[11] There is some merit to the Defendant's complaint that he did not get as much of a chance to work off the debt as he had hoped, but it is impossible to conclude on the evidence that the Claimant breached any contractual obligation, or that there was any agreement - either explicit or implicit - that the loan would be forgiven if the electrical work fell through.

[12] The law is pretty clear that a loan must be paid back, unless there is a clear understanding that something like a gift was intended. The Defendant falls far short of establishing that he is entitled to treat the money as a gift.

[13] The Claimant does not seek legal costs or interest. The Defendant shall accordingly pay the Claimant the sum of \$4,940.00, as claimed.

Eric K. Slone, Adjudicator