

Claim No: 347091

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA

Cite as: Armitage v. MacIntosh, 2011 NSSM 30

BETWEEN:

RYAN ARMITAGE

Claimant

- and -

SUSAN MacINTOSH

Defendant

REASONS FOR DECISION

BEFORE

Eric K. Slone, Adjudicator

Hearing held at Dartmouth, Nova Scotia on May 31, 2011

Decision rendered on June 1, 2011

APPEARANCES

For the Claimant self-represented

For the Defendant self-represented

BY THE COURT:

[1] The Claimant and Defendant are son and mother respectively. The Claimant is suing for \$4,999.99 as compensation for certain property which he says the Defendant disposed of, without his permission.

[2] There is some complexity to this situation, and a back story which I will touch on briefly.

The basic facts

[3] The Claimant is 35 years old and struggles with bipolar disorder. His mother has been involved with the details of his life to a considerable extent and, it appears, has been the source of much financial and other support.

[4] Certain events happened in late 2010 which give rise to this claim. The Claimant was living in a townhouse owned by the Defendant and her husband, Gordon MacIntosh (who was not present in court). The deal was that the Claimant only had to pay the utilities, while his mother paid for mortgage and taxes. There was an understanding that the Claimant was supposed to be living there alone, with a bedroom in the home always available for the Defendant and her husband when they would be in town (they live two hours away in Sherbrooke). The Defendant's motivation was to help her son, as well as the Claimant's young son - her grandson - who spent part of the time with the Claimant. It also provided a pied-a-terre for the Defendant and her husband when they came to the Halifax area.

[5] The Defendant and her husband had also bought the Claimant a car in September of 2010, at a total cost of \$5,744.25.

[6] In about early December 2010, the Claimant had evidently gone off his medication and was behaving in a way that concerned the Defendant. At her instance, there was an intervention by the Mobile Crisis Unit and the Claimant was involuntarily admitted for a psychiatric assessment.

[7] In the meantime, the Defendant and her husband entered the townhouse and found it in a total mess. She described it as “trashed.” There were also two other people evidently living there, which was contrary to the agreement with the Claimant. The police were brought in and the two “roommates” were apprehended (on unrelated charges) and effectively evicted. The Defendant had most of the Claimant’s personal possessions emptied out and taken to the dump, with a few things of value placed into storage.

[8] The Defendant discovered that the Claimant had borrowed \$3,000.00 secured against the car. She also found that the car was damaged to the tune of \$1,300.00, although she did not provide any independent evidence to back this up. She also discovered that he did not have valid insurance. Because she knew he was not making payments, and being concerned about him driving with no insurance, she called the loan company and advised them that they should repossess the car, which they did.

[9] The house was cleaned up and the locks were changed. This led to a further incident when the Claimant was released from the hospital and tried to break into the house, but that is not really part of the claim.

[10] The Claimant contends that he is owed more than \$5,000.00, for his lost furniture and the vehicle, which he has rounded down to \$4,999.99 to stay under that threshold.

Decision

[11] This situation is not one that easily fits within the mandate of this court. It is really a family matter. However, I will fall back on basic legal principles and do the best that I can.

[12] The vehicle was a gift to the Claimant. As such it was his property. His mother had no right to take it back. Assuming that it was worth what it was bought for several months earlier, minus something for damage and depreciation, I would place its basic value at about \$4,500.00. With a secured loan of \$3,000.00, that reduces its actual remaining value to \$1,500.00, which is what I find the Claimant has lost.

[13] There is no good evidence of the value of items taken to the dump. The Defendant had already offered to buy the Claimant \$900.00 worth of furniture, which offer the Claimant refused. I will take that as the best evidence of the value of what the Claimant may have lost, which if anything is probably generous.

[14] In the result, I find that the Defendant disposed of property belonging to the Claimant valued at a total of \$2,400.00. I accept that her motives were benign, but she failed to respect the Claimant's property rights.

[15] I note that this is actually less than the Claimant was offered by the Defendant. Normally the court does not concern itself with settlement offers, but the Defendant's settlement offer was an integral part of the document that she filed as her Defence.

[16] The order of this court is that the Defendant pay to the Claimant \$2,400.00 plus \$91.47 in costs.

Eric K. Slone, Adjudicator