

**IN THE SMALL CLAIMS COURT OF NOVA SCOTIA**

Citation: *Ramos v. Steeves (Gary Steeves Property Care)*, 2018 NSSM 64

Claim No: SCCH 471871

**BETWEEN:**

MARIA JOSEFINA RAMOS

**Claimant**

-and –

GARY STEEVES

c.o.b. as

“GARY STEEVES PROPERTY CARE”

**Defendant**

Maria Ramos – Self Represented.

Gary Steeves – Self Represented.

***Editorial Note: The electronic version of this judgment has been edited for grammar, punctuation and like errors, and addresses and phone numbers have been removed.***

**DECISION**

(1) On December 1, 2017, the Claimant, Maria Ramos, hired the Defendant, Gary Steeves to renovate her home at [address removed]. Ms. Ramos indicated to Mr. Steeves that she and her husband wanted the work done so the family could move in by Christmas. Mr. Steeves accepted the job.

(2) The Claimant tendered into evidence a list of tasks which were prepared by her and “signed off” by Mr. Steeves acknowledging agreement. It is not necessary to list them all. The work consisted of substantial renovations to the kitchen, bathrooms, various smaller renovations to the living room and dining room and painting throughout the house. The cost was to be \$20,500 to be paid as follows: \$10,500 on acceptance, December 7 (\$5000) and the final payment on completion.

(3) During the renovations, a leak was discovered in the roof requiring repair to the roof joists he intended to charge her extra. Ms. Ramos was satisfied with that work. The rest of the work she found to be incomplete and unsatisfactory.

(4) Notwithstanding the agreed payment schedule, Mr. Steeves varied the payments to which Ms. Ramos agreed. Payments were made on December 1 and 7<sup>th</sup> (\$10,500

and \$5000) as agreed. Ms. Ramos paid Mr. Steeves \$4500 on December 12 and \$2000 on December 19. She has tendered into evidence photographs showing the extent of the work not yet completed. She claims it is of no value and seeks \$20,000. Ms. Ramos tendered into evidence various quotes to finish the work.

(5) Gary Steeves testified that he agreed he did not allow for sufficient time to complete the project. He argues that the house looked as it did because there are renovations underway, but it would take 4 to 4½ days to finish. He was open to finishing the job until the funds stopped coming.

### **Findings**

(6) I have reviewed the photographs in evidence. There are cabinets onsite which were only partly installed. I find the work was not near completion, considerably less than 60% done. There was no reason for Mr. Steeves to demand payment in full or to stop work. There was also the expectation it would be completed before the holidays. I doubt the materials have much residual value. I am not inclined to grant any credit.

(7) There is disagreement as to the value of the work done to repair the leak. Ms. Ramos acknowledged she was quoted \$4500. She indicated the roof does not leak but it only took a notch in the joist. I find this aspect of the contract has been fulfilled. The rest of the work has been a complete failure of consideration.

(8) I find Mr. Steeves is entitled to \$4500. He was advanced \$22,000. Therefore, I find the Claimant is entitled to rescind the contract. She is awarded \$17,500.

### **Damages**

(9) The object of an award of damages in a breach of contract is to put the parties in the same position as if the breach had not occurred. The Claimant must mitigate her losses, which could include having the work finished. I am not prepared to award the full amount quoted.

(10) I am satisfied the work provided by the Defendant was of little value. He is entitled to \$4500 to repair the joist. The work itself had no value, but for the repair of the leak near the joist. The Claimant has proven entitlement to the remaining amount advanced, namely \$17,500 together with prejudgment interest to the date of the hearing plus costs.

### **Summary**

(11) The claim is allowed. The Claimant shall have judgment against the Defendant as follows:

Damages Awarded	\$17,500.00
Prejudgment Interest	
(4% per annum for 4 mos) \$	233.33

Costs	<u>\$ 199.35</u>
<b>Total Judgment</b>	<b>\$17,932.68</b>

(12) An order shall be issued accordingly.

Dated at Halifax, NS,  
on June 18, 2018;

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**Gregg W. Knudsen, Adjudicator**

Original:	Court File
Copy:	Claimant (s)
Copy:	Defendant(s)