

SMALL CLAIMS COURT OF NOVA SCOTIA

Citation: *Weeks v. McMaster*, 2025 NSSM 56

Date: 20250914

Docket: SCCH 543511

Registry: Halifax

Between:

Jolene Margaret Weeks

Claimant

v.

Allen McMaster

Defendant

Adjudicator: Eric K. Slone

Heard: September 10, 2025

Decision: September 14, 2025

Counsel: Claimant, self-represented
Defendants, self-represented

By the Court:

[1] In April 2025, the Claimant (and her husband Mark Weeks) purchased a 2014 Wildwood Travel Trailer (a “camper”) from the Defendant for \$17,000.00. She learned about it from Facebook Marketplace. She seeks a refund of the price on the claimed basis that the Defendant misrepresented the condition of the camper.

[2] The sale appears to have been undocumented, other than (presumably) the sign over of the ownership paper. Not even a copy of the Facebook ad survives.

[3] The Claimant and her husband were given full access to the camper, and spent some time looking it over. They told the Defendant that they were looking for something reliable and asked if he had experienced any leaks. He said he had not, and also touted the solidity of the construction.

[4] They towed it home on April 18, 2025 with the intention of taking it up to their campground some weeks later.

[5] Just about two weeks later, on May 4, the Claimant entered it for the first time since it was brought home and noticed a puddle of water in the kitchen area. Upon further inspection there appeared to be rotten material behind the slide-out, suggesting that there had been water for some time.

[6] On May 26, 2025 the Claimant took the camper to Burgess Auto in Rawdon, Nova Scotia, to get an estimate on repairs.

[7] The one-page document contains a narrative portion reading as follows:

We found that this trailer has extensive water damage throughout from leaks, rotting out floors and walls. The roof would need to be replaced. The whole way around the trailer floor has rotted, including down to beams. In our estimation it is non-repairable as you cannot tear this whole trailer apart and get it back together without compromising the stability. Nor can you completely get rid of the mould in the walls and between floors. Roof would need to be replaced.

[8] Notwithstanding this bleak outlook, the estimate provided was for \$25,650, including HST.

[9] Of course, from a common sense point of view, no one would ever spend this amount of money to repair something that may not be capable of repairing at all.

[10] The author of this estimate was not called as a witness, so there is only so much weight that I can place upon it. However, I can accept that there is significant water damage that now is evident, but which may or may not have been discoverable at an earlier time.

[11] The Defendant testified that he had owned this camper for six or seven years, and actually lived in it for extensive periods of time while he was building his own home.

[12] He said that he had never experienced leaking during his time of ownership. He testified that he had nothing to hide and would have allowed the Claimant to have it professionally inspected before buying. He did say that it had had a safety inspection recently, which would have been restricted to safety issues.

The law

[13] The law concerning the sale of used vehicles, particularly as it pertains to private sales, is not complicated or controversial. I quote from the recent case of *Noel v. Spryfield Lumbermart Limited*, 2025 NSSM 22 (CanLII), which also dealt with an RV:

[30] As for the possible applicability of the *Consumer Protection Act*, I can do no better than quote the words of my fellow adjudicator Michael O'Hara in *Wallace v. Beazley*, 2007 NSSM 39 (CanLII)

[16] As noted above, this was a private sale. Accordingly, it would be my view that the provisions of the Nova Scotia *Consumer Protection Act*, R.S.N.S. 1989, c. 92, would not apply. That Act dictates certain implied conditions or warranties in Section 26 and also contains a provision in Section 28A regarding express warranties regarding the sale of an automobile. However, these provisions would only apply to a "seller" as defined in the *Consumer Protection Act* which would mean a "person who is in the business of selling goods or services to buyers" (see Section 2(n)). The Defendant here does not fit that definition.

[17] That leaves us with the common law. The starting point on a private sale of a used car is the general proposition that there are no implied warranties or representations with respect to the physical condition of the car. However, it does not follow from that that there cannot be express representations and warranties which form part of the contract. To the contrary, and as with any contract, there certainly may be express representations and warranties. The question in any case then turns to whether the facts, objectively viewed, support a finding of an express warranty. In this present case the specific factual issue is whether there was an express warranty from the Defendant that the only work that had been done on the body was what, as described by the Claimant, the Defendant told the Claimant.

[20] The basic principle of *caveat emptor* (let the buyer beware) still has application in the law. And while there can be express warranties, it will always be difficult to prove what was or was not said verbally in the sale of a used car. If a purchaser wishes to rely on what he or she believes has been represented and make it a warranty then it is incumbent on the purchaser to insist that the statement be put in writing and signed by the vendor and that such writing specifically state that the statements are warranties that apply to the sale.

[31] There is no evidence before me that Mr. O'Hearn knowingly misrepresented anything. General statements that a vehicle is in good condition are rarely actionable. The case law is littered with failed cases concerning motor vehicles that were stated to be in good condition. Prudent buyers take those assurances with a grain of salt and protect

themselves with independent inspections, or express warranties. The Claimants were further on notice that the RV was being sold “as is.”

[14] The Claimant here failed to protect her investment by getting some type of written warranty, or having the camper professionally inspected.

[15] In rare cases one can infer from the evidence that the seller of an item has misrepresented the condition of that item. Here there is nothing to indicate that the Defendant did anything to hide the true condition of the camper. I found him to be a credible witness.

[16] In short, the evidence falls far short of establishing that the Defendant was guilty of what, if proved, would have amounted to a fraudulent misrepresentation.

[17] As such, the claim cannot succeed and is hereby dismissed.

Eric K. Slone, Small Claims Court Adjudicator