

SMALL CLAIMS COURT OF NOVA SCOTIA

Citation: *Veinot v Creaser*, 2025 NSSM 77

Date: 20251126

Docket: SCBW 543590

Registry: Bridgewater

Between:

Diane Veinot

Claimant/Defendant in counterclaim

v.

Trevor Creaser

Defendant/Counterclaimant

Adjudicator: Ryan Clements

Heard: November 25, 2025

Final Written: November 26, 2025

Counsel: Matthew Fancey, counsel for Diane Veinot
Trevor Creaser, self-represented

By the Court:

[1] This case deals with a contractor who, for no apparent or valid reason, left a renovation project significantly incomplete and ceased responding to all communications from the homeowner over a lengthy period. For the reasons to follow, the claim is allowed, and the counterclaim is dismissed.

Facts

[2] On January 27, 2024, Diane Veinot (“the Claimant”) contracted with Trevor Creaser (“the Defendant”) to renovate her kitchen with custom cabinetry. Aspects of this contract, including the estimated cost, payment plan and scope of work, were set out in writing. On that date, the Claimant paid the Defendant roughly half of the estimated cost, \$20,000.00, to begin the work.

[3] The parties had a mutual understanding – based on representations made by the Defendant – that the renovation would take about 8 weeks to complete. This mutual understanding was firmly established in the evidence, including in the testimony of Ms. Veinot and Mr. Creaser and in written correspondence¹.

¹ The Claimant adduced numerous emails and Messenger between herself and the Defendant. These were not in dispute.

[4] Things did not go as planned.

[5] For a period of about two months, between early March 2024 and late April 2024, the Defendant was unresponsive to the Claimant's messages on Facebook Messenger, including her messages on April 7, 2024 ("Just wondering [about] the timeline. You had said about 8 weeks"), on April 10, 2024 ("Hello??? No response in over a month") and on April 28, 2024 ("...It's been months with no [c]ontact from you and you aren't answering our calls. What is going on? We were told 6-8 weeks which passed weeks ago, how much longer will it be? I have absolutely everything torn out and we are waiting on the cabinets before we can do anymore work to the house. Please contact us ASAP...").

[6] Eventually, the Defendant responded. On May 15, 2024, he installed the bare cabinet boxes and was paid the additional 40% of the contract (\$14,205.95). In other words, by this point in time, the Defendant had been paid what he viewed as 90% of the total contract.

[7] Between May 15, 2024, and July 14, 2024, the Claimant repeatedly tried to contact the Defendant, including by email on June 6, June 10, July 10, and July 11. These emails explained, among other things, that the Claimant were anxious to get the work completed ("Its been over 4 months without a kitchen"), that the work

was “way past the 6-8 week timeframe you gave us”, and that the Defendant’s voicemail was full. The Claimant eventually had to reach out to the Defendant’s father, prompting the Defendant to respond by email on July 14, 2024, indicating that he was still “waiting for the doors and paint to be shipped” but that he could install the drawers in the meantime.

[8] After installing the interior drawers on July 15, 2024, the Defendant ceased all contact with the Claimant and notwithstanding the Claimant’s ongoing efforts to contact the Defendant, including by email and Facebook Messenger on July 21, August 2, September 19, September 23, September 24, 2024. It was not until July 14, 2025, and after having been served with this legal claim, that the Defendant responded, and proposed to complete the work.

[9] Ms. Veinot adduced several photographs of her unfinished kitchen², a situation that continued from July 15, 2024, until she engaged with another contractor, Kyle Veinotte in mid-April 2025 to finish the kitchen (for \$21,916.50 inclusive). Mr. Veinotte, who agreed to squeeze this project into his existing schedule, only recently completed the kitchen. The project was delayed in part by the Claimant herself, on account of a serious illness in her family.

² Among other things, there are no doors on any of the cabinets, no drawer faces on any of the drawers, and no countertop. Ms. Veinot testified that she had help installing a makeshift sink and plywood countertop next to the sink so that the kitchen could be used. All her pantry items and kitchen hardware has been stored in bags.

[10] In his testimony, Mr. Creaser conceded the obvious: “I am not very good at communicating”. Although he cited personal issues with a “relationship breakdown”, he offered no excuse for his persistent lack of communication with the Claimant. In his words, his communication was “sketchy at best”.

Analysis

The Defendant, by his conduct, repudiated the contract

[11] In Mr. Creaser’s pleadings, dated August 4, 2025, he asserts that “the remaining work is ready to be painted, then installed”. He also asserts that the reason for the delay in the project was because the Claimant did not provide him with the paint colour for the cabinetry. This is also the gist of his belated correspondence to the Claimant, on July 14, 2025:

Hi Diane, I have had everything ready for sometime but I don’t have a color chip on file for your doors and trim. I am not trying to rip you off and I can understand your frustration. I would like to get this painted for you this week so I can install the rest of it for you. Can you confirm your color selection for me?

[12] In his testimony, Mr. Creaser maintained that the cabinet doors have been ready “for some time” and provided a series of undated photographs to support this claim. When pressed, he testified that they have been ready since around May 2024. Further, while acknowledging that the Claimant sent him an email on April

29, 2024, indicating which colour she would like for her cabinets³, he claims that he did not see this email because he lost his phone and all his notes and emails were “smashed”.

[13] I reject Mr. Creaser’s evidence on these points.

[14] I do not believe that the cabinetry doors were “ready” as of May 2024. In his July 14, 2024 email, he told the Claimant that he was “waiting for the doors and paint to be shipped out”. In other words, the cabinets were not ready.

[15] Moreover, why wait a year – until July 14, 2025, and after the legal claim has been filed – to tell the Claimant that the doors were ready? Common sense suggests that he could have reached out to the Claimant – who had already paid him 90% of the contract and who he knew was anxious to have her kitchen finished – at any point between July 14, 2024 and July 14, 2025. Tellingly, he did not.

[16] I also do not believe that the project was delayed because of an alleged failure by the Claimant to provide her choice of paint colour. Given his July 14, 2024 email to the Claimant, he clearly had access to the same email account to which the Claimant had, on April 29, 2024, sent him her choice of paint colour. In

³ Benjamin Moore AF-710

any event, I find that the project was delayed, if not abandoned, because the Defendant deliberately ignored the Claimant from mid-July 2024 onwards. Simply put, even if he had not seen the Claimant's email about the paint colour, he did not care to find out.

[17] Mr. Creaser also claims that the Claimant breached the contract by not allowing him to finish the job. Yet even Mr. Creaser conceded in his testimony that given his ongoing failure to communicate, Ms. Veinot had reasonably lost all confidence in his willingness or ability to do the job. In short, having unambiguously walked away from this contract, it was reasonable for Ms. Veinot to do so as well. The counterclaim is dismissed.

[18] To be sure, Mr. Creaser's conduct would lead a reasonable person to conclude that he did not intend to fulfil the contract: *3027539 N.S. Ltd. v Mogon*, 2002 NSSC 96 at para 14; *Cherubini Metal Works Ltd. v M & J Total Transport & Rigging Inc.*, 2024 NSSC 227 at para 83; *3065448 Manitoba Ltd. v. Bolay*, 2022 MBQB 65 at para 31. This conduct amounts to repudiation, and deprived the Claimant of a substantial benefit, namely, the finished kitchen, for an inordinate amount of time. Mr. Creaser's eleventh hour attempt to complete the job, after a year of non-communication and in the wake of receiving the legal claim, does not

rebut the otherwise overwhelming evidence of repudiation: *3027539 N.S. Ltd. v Mogon*, 2002 NSSC 96 at para 14.

Monetary award

[19] Ms. Veinot is entitled to a monetary award for this breach of contract. In my view this award is appropriately fixed at \$18,115.84, the lower figure suggested by the Claimant. This is based on my finding that, at the time that Mr. Creaser repudiated the contract, he had likely completed, *at most*, 50% of the project⁴.

[20] The \$18,115.84 figure consists of the \$14,205.95 that Ms. Veinot paid Mr. Creaser on May 15, 2024, and which, because it represents an advance payment for work beyond 50% of the project, should, in effect, be returned to Ms. Veinot. The Defendant should not retain payment for work that he did not and will not complete: see *Hiltz v Armstrong*, 2024 NSCA 91 at paras 9-17.

[21] The balance of the \$18,115.84 figure consists of a \$3,909.89 overage. Given that Ms. Veinot will pay Mr. Veinotte \$21,916.50 to complete the project, her total cost for a finished kitchen will be \$41,916.50⁵. This means that Ms. Veinot will be

⁴ I accept the mid-point between the testimony of Mr. Creaser, who asserted that he had completed 75% of the project, and the testimony of Mr. Veinotte who testified that Mr. Creaser had only completed 25% of the projected.

⁵ This figure is based on the \$20,000.00 she paid to Mr. Creaser for partial completion of the project (50%) and the \$21,916.50 she paid to Mr. Veinotte to complete the project.

required to pay \$3,909.89 more than the original contract which, had Mr. Creaser completed the project, would have been \$38,006.61⁶.

[22] Although I was also invited to consider setting the monetary award at \$21,916.50, the total amount that Ms. Veinot anticipates paying Mr. Veinotte to finish the kitchen, I have selected the lower figure to ensure that the Claimant is not put in a better position than if the original contract had been performed. In this regard, I accept Mr. Creaser's testimony that Mr. Veinotte's quote may be on the higher side, likely to account for the fact that he is an experienced, full-time contractor with employees. In contrast, Mr. Creaser does this work in his spare time. Even still, I find that Mr. Veinotte's estimate is reasonable, particularly given that he was asked to step in and complete someone else's unfinished project.

[23] I further award Ms. Veinot general damages in the amount of \$100.00 on account of the significant inconvenience and stress caused by the Defendant's conduct: *Schnare v Bowers Construction Inc.*, 2017 NSSM 56 at para 28; *Purchase v Sarty Siding and Windows Limited*, 2019 NSSM 50 at para 35. The Claimant is also entitled to the filing fee of \$199.35 for a total award of \$18,415.19.

Ryan Clements, Adjudicator

⁶ This is based on the "Payment Contract", signed by the parties, which indicated that 90% of the estimated cost is \$34,205.95 (which differs from the initial indication that 50% of the estimated cost was \$20,000.00).